

From: [Commission Secretary Office](#)
To: [Dawn Odrowski](#)
Subject: 11AM OCS Document Distribution on 08/20/2014
Date: Wednesday, August 20, 2014 11:36:00 AM

Click the icon to the right of the title to open the document.

Tally Vote

ADR 725 (Pre-MUR 556) – Mike Crapo for US Senate, et al. (Recommendation to Approve Settlement Agreement) --

Non-responsive

From: [Elena Paoli](#)
To: [Leland, Matthew](#)
Cc: dodrowski@fec.gov; [Ryan, Stephen](#); [Susan Lebeaux/FEC/US](#)
Subject: Re: P-MUR 556
Date: Tuesday, November 19, 2013 8:40:00 AM

Thank you.

From: "Leland, Matthew" <MLeland@mwe.com>
To: "dodrowski@fec.gov" <dodrowski@fec.gov>, "epaoli@fec.gov" <epaoli@fec.gov>,
Cc: "Ryan, Stephen" <SRyan@mwe.com>
Date: 11/18/2013 05:56 PM
Subject: P-MUR 556

Elena and Dawn,

I am following up on your call to Steve Ryan about the Crapo campaign. We are working diligently to respond to your October 30 letter and anticipate submitting answers to your questions shortly after the Thanksgiving holiday.

Please let us know if you have any questions.

Sincerely,

Matt Leland

Matthew M. Leland
McDermott Will & Emery LLP
The McDermott Building
500 North Capitol Street, N.W.
Washington, D.C. 20001
Telephone: (202) 756-8077
Facsimile: (202) 756-8087
mleland@mwe.com

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From: Leland, Matthew
To: epaoli@fec.gov; [Ryan, Stephen](#)
Cc: dodrowski@fec.gov; slebeaux@fec.gov
Subject: RE: PMUR 556
Date: Wednesday, January 29, 2014 5:41:00 AM

Elena,

Thank you for your follow up email. We will have the response for you by the end of the week, and perhaps sooner. Thank you for your patience.

Matt

Matthew M. Leland
McDermott Will & Emery LLP
The McDermott Building
500 North Capitol Street, N.W.
Washington, D.C. 20001
Telephone: (202) 756-8077
Facsimile: (202) 756-8087
mleland@mwe.com

From: epaoli@fec.gov [mailto:epaoli@fec.gov]
Sent: Tuesday, January 28, 2014 2:33 PM
To: Ryan, Stephen; Leland, Matthew
Cc: dodrowski@fec.gov; slebeaux@fec.gov
Subject: Fw: PMUR 556

Good afternoon, Steve and Matt. Do you have any updates regarding the below email I sent after my phone call with Steve on January 17? Thank you.

Elena Paoli
202-694-1548

----- Forwarded by Elena Paoli/FEC/US on 01/28/2014 02:29 PM -----

From: Elena Paoli/FEC/US
To: sryan@mwe.com, mleland@mwe.com,
Cc: Susan Lebeaux/FEC/US@FEC, Dawn Odrowski/FEC/US@FEC
Date: 01/17/2014 10:49 AM
Subject: PMUR 556

Steve,

Thank you for speaking with me this morning. We appreciate your continued cooperation. I am attaching a proposed tolling agreement for your or Matt's signature. We also look forward to any further information you may be able to obtain about the Wells Fargo withdrawal and missing statement page.

Thank you.

Elena Paoli

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From: Leland, Matthew
To: epaoli@fec.gov; [Ryan, Stephen](#)
Cc: dodrowski@fec.gov; slebeaux@fec.gov
Subject: RE: PMUR 556
Date: Thursday, December 12, 2013 6:25:00 PM
Attachments: [Response to FEC Questions on PMUR 556.pdf](#)

Elena,

Attached are the Committee's responses to the questions from your October letter. These are also accompanied by documents responsive to your other requests.

Please do not hesitate to let us know if you need additional information.

Sincerely,

Matt Leland

Matthew M. Leland
McDermott Will & Emery LLP
The McDermott Building
500 North Capitol Street, N.W.
Washington, D.C. 20001
Telephone: (202) 756-8077
Facsimile: (202) 756-8087
mleland@mwe.com

From: epaoli@fec.gov [mailto:epaoli@fec.gov]
Sent: Wednesday, October 30, 2013 4:50 PM
To: Ryan, Stephen; Leland, Matthew
Cc: dodrowski@fec.gov; slebeaux@fec.gov
Subject: PMUR 556

Good afternoon. Attached are a follow-up letter to our Monday phone call and a tolling agreement. We would appreciate getting a signed tolling agreement back as soon as possible. Thank you.

Elena Paoli

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Thank you.

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From: [Elena Paoli](#)
To: [Leland, Matthew](#)
Cc: dodrowski@fec.gov; slebeaux@fec.gov; [Ryan, Stephen](#)
Subject: RE: PMUR 556
Date: Monday, November 04, 2013 12:38:00 PM

Thank you.

From: "Leland, Matthew" <MLeland@mwe.com>
To: "epaoli@fec.gov" <epaoli@fec.gov>, "Ryan, Stephen" <SRyan@mwe.com>,
Cc: "dodrowski@fec.gov" <dodrowski@fec.gov>, "slebeaux@fec.gov" <slebeaux@fec.gov>
Date: 11/04/2013 08:53 AM
Subject: RE: PMUR 556

Elena and Dawn,

I have attached the signed tolling agreement.

Sincerely,

Matt Leland

Matthew M. Leland
McDermott Will & Emery LLP
The McDermott Building
500 North Capitol Street, N.W.
Washington, D.C. 20001
Telephone: (202) 756-8077
Facsimile: (202) 756-8087
mleland@mwe.com

From: epaoli@fec.gov [<mailto:epaoli@fec.gov>]
Sent: Wednesday, October 30, 2013 4:50 PM
To: Ryan, Stephen; Leland, Matthew
Cc: dodrowski@fec.gov; slebeaux@fec.gov
Subject: PMUR 556

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Elena Paoli

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Please visit <http://www.mwe.com/> for more information about our Firm.[attachment "P-MUR 556 Tolling Agreement (11.1.2013) (Signed).pdf" deleted by Elena Paoli/FEC/US]

From: Ryan, Stephen
To: epaoli@fec.gov; Leland_Matthew
Cc: dodrowski@fec.gov; slebeaux@fec.gov
Subject: RE: PMUR 556
Date: Wednesday, October 30, 2013 5:53 00 PM

Receipt acknowledged

Stephen M. Ryan
McDermott Will & Emery LLP
500 North Capitol Street, N.W.
Washington, DC 20001

sryan@mwe.com
(P) 202.756.8333
(F) 202.591.2863

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From: epaoli@fec.gov [mailto:epaoli@fec.gov]
Sent: Wednesday, October 30, 2013 4:50 PM
To: Ryan, Stephen; Leland, Matthew
Cc: dodrowski@fec.gov; slebeaux@fec.gov
Subject: PMUR 556

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Elena Paoli

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From: [Elena Paoli](#)
To: [Leland, Matthew](#)
Cc: dodrowski@fec.gov; slebeaux@fec.gov; [Ryan, Stephen](#)
Subject: RE: PMUR 556
Date: Friday, January 31, 2014 8:57:00 AM

Thank you very much.

From: "Leland, Matthew" <MLeland@mwe.com>
To: "epaoli@fec.gov" <epaoli@fec.gov>, "Ryan, Stephen" <SRyan@mwe.com>,
Cc: "dodrowski@fec.gov" <dodrowski@fec.gov>, "slebeaux@fec.gov" <slebeaux@fec.gov>
Date: 01/30/2014 07:16 PM
Subject: RE: PMUR 556

Elena,

Please find the Crapo campaign's supplement to its sua sponte submission and a signed tolling agreement. As you will see in the supplement, we included a copy of the cashier's check from Wells Fargo reflecting the payment of \$200,000.

We were unable to locate the missing page from the previous production (CRAPO000001-2). We understand this page likely contained boilerplate information from the bank and an account balance worksheet. We enclosed a sample for your review.

Please let us know if you need additional information.

Matt Leland

Matthew M. Leland
McDermott Will & Emery LLP
The McDermott Building
500 North Capitol Street, N.W.
Washington, D.C. 20001
Telephone: (202) 756-8077
Facsimile: (202) 756-8087
mleland@mwe.com

From: epaoli@fec.gov [<mailto:epaoli@fec.gov>]
Sent: Tuesday, January 28, 2014 2:33 PM
To: Ryan, Stephen; Leland, Matthew
Cc: dodrowski@fec.gov; slebeaux@fec.gov
Subject: Fw: PMUR 556

Good afternoon, Steve and Matt. Do you have any updates regarding the below email I sent after my

phone call with Steve on January 17? Thank you.

Elena Paoli
202-694-1548

----- Forwarded by Elena Paoli/FEC/US on 01/28/2014 02:29 PM -----

From: Elena Paoli/FEC/US
To: sryan@mwe.com, mleland@mwe.com,
Cc: Susan Lebeaux/FEC/US@FEC, Dawn Odrowski/FEC/US@FEC
Date: 01/17/2014 10:49 AM
Subject: PMUR 556

Steve,

Thank you for speaking with me this morning. We appreciate your continued cooperation. I am attaching a proposed tolling agreement for your or Matt's signature. We also look forward to any further information you may be able to obtain about the Wells Fargo withdrawal and missing statement page.

Thank you.

Elena Paoli
202-694-1548

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From: [Elena Paoli](#)
To: [Leland, Matthew](#); SRyan@mwe.com
Cc: dodrowski@fec.gov; [Susan Lebeaux/FEC/US](#)
Subject: Re: P-MUR 556
Date: Monday, December 09, 2013 11:41:00 AM

Hi, Matthew and Steve. Regarding your email below, do you have a timeframe for when we can expect a response? Thank you.

Elena Paoli
(202) 694-1548

From: "Leland, Matthew" <MLeland@mwe.com>
To: "dodrowski@fec.gov" <dodrowski@fec.gov>, "epaoli@fec.gov" <epaoli@fec.gov>,
Cc: "Ryan, Stephen" <SRyan@mwe.com>
Date: 11/18/2013 05:56 PM
Subject: P-MUR 556

Elena and Dawn,

I am following up on your call to Steve Ryan about the Crapo campaign. We are working diligently to respond to your October 30 letter and anticipate submitting answers to your questions shortly after the Thanksgiving holiday.

Please let us know if you have any questions.

Sincerely,

Matt Leland

Matthew M. Leland
McDermott Will & Emery LLP
The McDermott Building
500 North Capitol Street, N.W.
Washington, D.C. 20001
Telephone: (202) 756-8077
Facsimile: (202) 756-8087
mleland@mwe.com

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FEDERAL ELECTION
COMMISSION 002/002

2013 MAY 20 PM 2:03

CELA



FEDERAL ELECTION COMMISSION
999 E Street, NW
Washington, DC 20463

Statement of Designation of Counsel
(Respondent/Witness)

P-MUR: 556Name of Counsel: Stephen M. RyanFirm: McDermott Will & Emery LLP500 North Capitol Street, N.W.Washington, D.C. 20001Telephone: (202) 756-8333Fax: (202) 591-2863

The above named individual is hereby designated as my counsel and is authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

May 9, 2013

Date

Signature

Name (Print): John E. Hoeck Jr.Address: P.O. Box 1948Boise, ID 83701

Telephone: Home

(b) (6).

Business (208) 368-7988

Information is being sought as part of an investigation being conducted by the Federal Election Commission and the confidentiality provisions of 2-U.S.C. § 437g(a)(12)(A) apply. This section prohibits making public any investigation conducted by the Federal Election Commission without the express written consent of the person under investigation.

2013 MAY 20 PM 2:01

BEFORE THE FEDERAL ELECTION COMMISSION **DELA**

Mike Crapo for U.S. Senate, and Paul Kilgore,
as treasurer

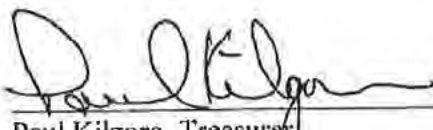
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)
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)
)
P-MUR 556

**CONSENT TO EXTEND THE TIME
TO INSTITUTE A CIVIL LAW ENFORCEMENT SUIT**

As consideration for the Federal Election Commission granting an extension to respond to the Complaint in this matter, the **Mike Crapo for U.S. Senate, and Paul Kilgore, as treasurer**, hereby consent(s) to extend the statute of limitations for any civil enforcement suit that the Federal Election Commission might institute pursuant to 2 U.S.C. § 437g(a)(6) for an additional 120 days from the earliest statute of limitations date for any activity arising from your sua sponte submission.

This agreement will extend the time to institute a civil law enforcement suit for the period described above from the expiration date of the five-year statute of limitations found at 28 U.S.C. § 2462 or any other statute of limitations or repose that may be applicable in this matter.

There shall be no additional consent to extend the time to institute a civil law enforcement suit without the written consent of the Respondent.


Paul Kilgore, Treasurer

5-20-13
Date

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) ADR 725
Mike Crapo for U.S. Senate and Paul)
Kilgore, Treasurer (Pre-MUR 556))

CERTIFICATION

I, Shelley E. Garr, recording secretary of the Federal Election Commission executive session, do hereby certify that on September 16, 2014, the Commission took the following actions in the above-captioned matter:

1. Failed by a vote of 1-5 to:
 - a. Approve the settlement agreement of Mike Crapo for US Senate and Paul Kilgore, Treasurer, as recommended in the Memorandum from the Chief Compliance Officer and the Director, ADR Office dated August 19, 2014.
 - b. Approve the appropriate letters.
 - c. Close the file on this matter.
 - d. Authorize ADRO to make the following paragraph from the "internal use only" section public along with the rest of the file:

(b) (5)

Commissioner Ravel voted affirmatively for the motion. Commissioners Goodman, Hunter, Petersen, Walther, and Weintraub dissented.

2. Failed by a vote of 2-4 to:

- a. Approve the settlement agreement of Mike Crapo for US Senate and Paul Kilgore, Treasurer, as recommended in the Memorandum from the Chief Compliance Officer and the Director, ADR Office dated August 19, 2014.
- b. Approve the appropriate letters.
- c. Close the file on this matter.

Commissioners Petersen and Ravel voted affirmatively for the motion. Commissioners Goodman, Hunter, Walther, and Weintraub dissented.

Attest:

September 18, 2014
Date

Shelley E. Galt
Shelley E. Galt
Deputy Secretary of the Commission

From: Leland, Matthew
To: KRoche@fec.gov
Cc: [Ryan, Stephen](#)
Subject: ADR-725 (P-MUR 556); Commitment Forms
Date: Thursday, June 26, 2014 11:19:00 AM
Attachments: [Letter to FEC re Commitment for ADR 725.pdf](#)
[ADR Commitment Form \(ADR 725\) \(Mike Crapo for US Senate\) \(Signed\).pdf](#)
[ADR Commitment Form \(ADR 725\) \(Paul Kilgore\) \(signed\).pdf](#)

Ms. Roche,

Please find the attached ADR Commitment Forms for Mike Crapo for U.S. Senate and Paul Kilgore.

Matt Leland

Matthew M. Leland

Partner

**McDermott
Will & Emery**

McDermott Will & Emery LLP | The McDermott Building | 500 North Capitol Street, N.W. |
Washington, DC 20001
Tel +1 202 756 8077 | Fax +1 202 756 8087

[Biography](#) | [Website](#) | [vCard](#) | [E-mail](#) | [Twitter](#) | [LinkedIn](#) | [Blog](#)

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McDermott Will & Emery

Boston Brussels Chicago Dusseldorf Frankfurt Houston London Los Angeles Miami
Milan Munich New York Orange County Paris Rome Seoul Silicon Valley Washington, D.C.
Strategic alliance with MWE China Law Offices (Shanghai)

Matthew M. Leland
Attorney at Law
mleland@mwe.com
+1 202 756 8077

June 26, 2014

BY E-MAIL

CONFIDENTIAL
COMMUNICATION
PURSUANT TO 11 C.F.R. § 111.21

Krista J. Roche
Assistant Director
Alternative Dispute Resolution Office
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

Re: ADR 725 (P-MUR 556)
Mike Crapo for U.S. Senate and Paul Kilgore, Treasurer

Dear Ms. Roche:

On behalf of Mike Crapo for U.S. Senate and Mr. Kilgore, I have enclosed executed forms designating me and my partner, Stephen M. Ryan, as counsel for Alternative Dispute Resolution with the Commission.

We look forward to working with you to resolve this matter.

Sincerely,



Matthew M. Leland

Enclosures

cc: Stephen M. Ryan

From: Leland, Matthew
To: KRoche@fec.gov
Subject: RE: ADR 725 (Crapo) Settlement Not Accepted, Matter Closed
Date: Tuesday, October 07, 2014 10:56:00 AM

Krista,

Thanks again for forwarding this. I have not seen it in the digest, but I might be overlooking something. Was it in last week's or is it in an upcoming digest?

Best regards,

Matt

Matthew M. Leland

Partner

**McDermott
Will & Emery**

McDermott Will & Emery LLP | The McDermott Building | 500 North Capitol Street, N.W. |
Washington, DC 20001
Tel +1 202 756 8077 | Fax +1 202 756 8087

[Biography](#) | [Website](#) | [vCard](#) | [E-mail](#) | [Twitter](#) | [LinkedIn](#) | [Blog](#)

From: KRoche@fec.gov [mailto:KRoche@fec.gov]
Sent: Thursday, September 25, 2014 8:09 AM
To: Leland, Matthew
Subject: ADR 725 (Crapo) Settlement Not Accepted, Matter Closed

Good morning, Matt:

Attached please find a letter formally notifying your office of the case closure in this matter, along with a vote certification. A hard copy is in the mail. Per our conversation, I'll send along an electronic version of the public record. Due to the novelty/complexity of this matter, it may take a few days to finalize that, but I expect that it will be ready for you Monday at the latest. I also anticipate that I will submit it to our disclosure office early next week, and that it will be in next Friday's weekly digest.

Should you have any questions or concerns, please don't hesitate to contact me.

Thanks,

Krista

Krista J. Roche
Assistant Director

Alternative Dispute Resolution
Direct Phone: 202.694.1661

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From: Leland, Matthew
To: KRoche@fec.gov; [Ryan, Stephen](#)
Subject: RE: ADR 725 Mike Crapo for US Senate (formerly P-MUR 556)
Date: Monday, June 23, 2014 3:20:00 PM

Thank you, Krista.

Matthew M. Leland
Partner



McDermott Will & Emery LLP | The McDermott Building | 500 North Capitol Street, N.W. |
Washington, DC 20001
Tel +1 202 756 8077 | Fax +1 202 756 8087

[Biography](#) | [Website](#) | [vCard](#) | [E-mail](#) | [Twitter](#) | [LinkedIn](#) | [Blog](#)

From: KRoche@fec.gov [mailto:KRoche@fec.gov]
Sent: Monday, June 23, 2014 3:10 PM
To: Ryan, Stephen
Cc: Leland, Matthew
Subject: RE: ADR 725 Mike Crapo for US Senate (formerly P-MUR 556)

Absolutely. Thanks so much for your quick response. I look forward to working with both of you.

Krista

From: "Ryan, Stephen" <SRyan@mwe.com>
To: "KRoche@fec.gov" <KRoche@fec.gov>,
Cc: "Leland, Matthew" <MLeland@mwe.com>
Date: 06/23/2014 03:08 PM
Subject: RE: ADR 725 Mike Crapo for US Senate (formerly P-MUR 556)

Thanks Krista. We will get this back to you promptly, as we would like to put this matter to rest. I would be very grateful if all future communications could include my partner Matt Leland who is copied here.

Stephen M. Ryan
Partner



McDermott Will & Emery LLP | The McDermott Building | 500 North Capitol Street, N.W. | Washington, DC 20001
Tel +1 202 756 8333 | Mobile +1 202 251 5343 | Fax +1 202 756 8087

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From: KRoche@fec.gov [<mailto:KRoche@fec.gov>]
Sent: Monday, June 23, 2014 3:06 PM
To: Ryan, Stephen
Subject: ADR 725 Mike Crapo for US Senate (formerly P-MUR 556)

Good afternoon, Mr. Ryan:

On June 10th, the Commission voted to transfer this matter to its ADR Office for further processing. Attached please find an introductory letter, a commitment to ADR form to be returned, and our FAQ's. A hard copy is in the mail. Please contact me should you have any questions or concerns. When you return your commitment, feel free to suggest possible dates and times for a negotiation (either by telephone or in person).

I look forward to working with you to swiftly and amicably resolve this matter.

Best regards,

Krista

Krista J. Roche
Assistant Director
Alternative Dispute Resolution
Direct Phone: 202.694.1661

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From: Leland, Matthew
To: KRoche@fec.gov
Cc: [Ryan, Stephen](#)
Subject: RE: ADR-725 (P-MUR 556); Commitment Forms
Date: Thursday, July 10, 2014 1:08:00 PM

Thank you, Krista.

Matthew M. Leland

Partner

**McDermott
Will & Emery**

McDermott Will & Emery LLP | The McDermott Building | 500 North Capitol Street, N.W. |
Washington, DC 20001
Tel +1 202 756 8077 | Fax +1 202 756 8087

[Biography](#) | [Website](#) | [vCard](#) | [E-mail](#) | [Twitter](#) | [LinkedIn](#) | [Blog](#)

From: KRoche@fec.gov [mailto:KRoche@fec.gov]
Sent: Thursday, July 10, 2014 1:07 PM
To: Leland, Matthew
Cc: Ryan, Stephen
Subject: RE: ADR-725 (P-MUR 556); Commitment Forms

If you are in the same location, you can call me directly - 202-694-1661.

Thanks,

Krista

From: "Leland, Matthew" <MLeland@mwe.com>
To: "KRoche@fec.gov" <KRoche@fec.gov>,
Cc: "Ryan, Stephen" <SRyan@mwe.com>
Date: 07/10/2014 11:53 AM
Subject: RE: ADR-725 (P-MUR 556); Commitment Forms

Yes. Thank you, Krista. Should I circulate a dial in number, or should Steve and I call you directly?

Matthew M. Leland

Partner

**McDermott
Will & Emery**

McDermott Will & Emery LLP | The McDermott Building | 500 North Capitol Street, N.W. | Washington, DC 20001
Tel +1 202 756 8077 | Fax +1 202 756 8087

[Biography](#) | [Website](#) | [vCard](#) | [E-mail](#) | [Twitter](#) | [LinkedIn](#) | [Blog](#)

From: KRoche@fec.gov [<mailto:KRoche@fec.gov>]
Sent: Thursday, July 10, 2014 11:46 AM
To: Leland, Matthew
Cc: Ryan, Stephen
Subject: RE: ADR-725 (P-MUR 556); Commitment Forms

July 31st works for me. Is 1:30 ok?

Thanks,

Krista

From: "Leland, Matthew" <MLeland@mwe.com>
To: "KRoche@fec.gov" <KRoche@fec.gov>,
Cc: "Ryan, Stephen" <SRyan@mwe.com>
Date: 07/10/2014 11:19 AM
Subject: RE: ADR-725 (P-MUR 556); Commitment Forms

Thank you, Krista.

Are you available for a telephone call on Thursday, July 31 (between 11:00 am and 2:00 pm) or Friday, August 1 (10:00 to 11:00 am)?

Matt

Matthew M. Leland
Partner

**McDermott
Will & Emery**

McDermott Will & Emery LLP | The McDermott Building | 500 North Capitol Street, N.W. | Washington, DC 20001
Tel +1 202 756 8077 | Fax +1 202 756 8087

[Biography](#) | [Website](#) | [vCard](#) | [E-mail](#) | [Twitter](#) | [LinkedIn](#) | [Blog](#)

From: KRoche@fec.gov [<mailto:KRoche@fec.gov>]
Sent: Wednesday, July 09, 2014 9:15 AM
To: Leland, Matthew
Cc: Ryan, Stephen
Subject: Re: ADR-725 (P-MUR 556); Commitment Forms

Thank you so much for the commitment forms. Do you have any availability for a call or meeting the week of July 21st or July 28th?

Thanks so much,

Krista

Krista J. Roche
Assistant Director
Alternative Dispute Resolution
Direct Phone: 202.694.1661

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From: "Leland, Matthew" <MLeland@mwe.com>
To: "KRoche@fec.gov" <KRoche@fec.gov>,
Cc: "Ryan, Stephen" <SRyan@mwe.com>
Date: 06/26/2014 11:19 AM
Subject: ADR-725 (P-MUR 556); Commitment Forms

Ms. Roche,

Please find the attached ADR Commitment Forms for Mike Crapo for U.S. Senate and Paul Kilgore.

Matt Leland

Matthew M. Leland
Partner

**McDermott
Will & Emery**

McDermott Will & Emery LLP | The McDermott Building | 500 North Capitol Street, N.W. | Washington, DC 20001
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McDermott Will & Emery

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Stephen M. Ryan
Attorney at Law
sryan@mwe.com
+1 202 756 8333

January 30, 2014

BY EMAIL

CONFIDENTIAL
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PURSUANT TO 11 C.F.R. § 111.21

Elena Paoli, Esq.
Office of Complaints Examination and Legal Administration
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

Re: P-MUR 556
Mike Crapo for U.S. Senate and Paul Kilgore
in his official capacity as Treasurer (FEC ID# C00330886)

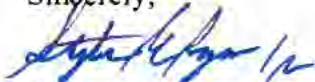
Dear Ms. Paoli,

On behalf of my client, Mike Crapo for U.S. Senate, and Paul Kilgore, I am providing the following supplement to the Committee's *sua sponte* submission.

Enclosed you will find a copy of bank records regarding a \$200,000 transaction from Well Fargo Account Number^{(b) (4)} on September 19, 2008 (CRAPO000022-23).

Please do not hesitate to contact me at (202) 756-8333 if you require additional information.

Sincerely,



Stephen M. Ryan
Counsel for Mike Crapo for U.S. Senate

Enclosures

cc: Paul Kilgore, Professional Data Services, Inc.

Date: January 17, 2014

Wells Fargo PhotoCopy
Request

Page 1 of 2

Reference: 2000470390109:2000470396109:2000470396108

06383 Office AU #	11:24 1210(8)	CASHIER'S CHECK	0638302092
Purchaser: Purchaser Account: Operator I.D.:	SENATE (b) (4) Idho1382 Idho1203		Credit Copy
PAY TO THE ORDER OF ***BLUEBARRY GURU***			September 19, 2008
Two hundred thousand dollars and no cents			***\$200,000.00**
PROCESS SAME DAY AS ISSUED			
WELLS FARGO BANK, N.A. 877 W MAIN ST BOISE, ID 83702 FOR INQUIRIES CALL (480) 394-3122		07 06383 0560062 09/19/2008 3:55:45PM	VOID IF OVER US \$ 200,000.00 NON-NEGOTIABLE
(b) (4)			⑈0020000000⑈

65 61 53	0042
WELLS FARGO BANK, N.A. TRACER# 1224-0527-84 2147988423	9-9-154

R/T Number 10700543
Sequence Number 2147988423
Account Number (b) (4)

Processing Date 20080919
Amount 200000.00
Check Number 638302092

CRAPO000022

Reference: 2000470390109:2000470396109:2000470396108

Withdrawal/Retiro:(Check One/Marque Uno) ☐ Checking/Cuenta de Cheques ☐ Savings/Ahorros ☐ Money Market/PlazoChecking, Savings, Money Market Access account number/
Número de cuenta de Cheques, Ahorros, M-MA

*(b) (4)

Date/Fecha

9-19-08

 Pn ID DL 5720
 Money Market/Plazo
 Issue/Exp AD
 Trn Dep only
 Hist X Sig X
 HPE
 Memo
Wells Fargo Internal Use When Blank
Wells Fargo Confidential When Completed

Please print Name / Letra de molde Nombre

Crapo for Senate

Please print Street Address, City, State, Zip Code / Letra de molde Domicilio Ciudad, Estado Código Postal

 I authorize this withdrawal and acknowledge receipt of the amount indicated below.
 Yo autorizo este retiro y doy conocimiento de haber recibido la cantidad indicada abajo.
 Please sign in teller's presence / Por favor de firmar en la presencia del cajero.
 Two forms of ID may be required / Se podrían requerir dos tipos de identificación.

X

Two hundred Thousand Dollars & no/100 Dollars \$ 200,000.00

Bank Use Only (When SYT is Not Available)

TLR5230 (407) 0916 08/02/05

Customer [redacted] date 6/13 Token Verified (✓) 6/13 Approval

(b) (4)

⑈0020000000⑈


 R/T Number 12410379
 Sequence Number 2147988424
 Account Number (b) (4)

 Processing Date 20080919
 Amount 200000.00
 Check Number 5720

CRAPO000023



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

October 30, 2013

Stephen M. Ryan, Esq.
Matthew Leland, Esq.
McDermott Will & Emery
500 N. Capitol Street, N.W.
Washington, D.C. 20001-1531

Sent via e-mail to sryan@mwe.com
and mleland@mwe.com

Re: P-MUR 556
Mike Crapo for U.S. Senate and Paul Kilgore
in his official capacity as treasurer

Dear Messrs Ryan and Leland:

Thank you for speaking with us earlier this week about your clients' *sua sponte* submission. We appreciate your willingness to answer our questions and provide additional information.

We thank you in advance for providing us with any of the documents that we talked about, including the Financial Services Agreement between Blueberry Guru and Pyramid, the \$250,000 check or other documents evidencing the transfer of funds from the Committee to Blueberry Guru, any records of communications between Jacob Ball and Gavin McCaleb regarding the \$250,000 transaction, and the results of any investigation conducted by the Committee.

As we also discussed, we have a few more questions regarding the submission in our effort to present a complete factual disclosure to the Commission. *See Federal Election Commission Policy Regarding Self-Reporting of Campaign Finance Violations (Sua Sponte Submissions)*, 72 Fed. Reg. 16695 (April 6, 2007).

1. Please describe the circumstances under which William Corbett ceased working as the Committee's treasurer and provide the date he left the position.
2. We are interested in what, if any, internal financial controls and procedures the Committee had in place at the relevant time. *See Safe Harbor for Misreporting Due to Embezzlement*, 72 Fed. Reg. 16695 (April 6, 2007). We invite you to provide us with a description or copies of any such written or unwritten controls or procedures. In addition,

you mentioned that the Committee had tightened its financial procedures following Ball's disclosure of the \$250,000 transaction. Please describe or provide a copy of those revised processes.

3. Please describe or provide a statement from Senator Crapo addressing his recollection of any discussion with Ball concerning Committee investments and the extent of the authority he gave Ball to make investments, including whether the Senator and Ball discussed certain types of investments.
4. When did Paul Kilgore start working as the Committee's treasurer? Please describe or provide a statement from him addressing his knowledge of the \$250,000 transaction and actions he may have taken to try to resolve any discrepancies between the Committee's financial statements and its disclosure reports.
5. How does the Committee account for the delay between the Committee's discovery of the transaction and its reporting of it to the Federal Election Commission?

We also are enclosing a tolling agreement for your signature, as we discussed. Please let us know if you have any questions regarding this letter. Thank you for your continued cooperation.

Sincerely,



Elena Paoli



Dawn Odrowski
Attorneys

Encl: Tolling Agreement

From: Leland, Matthew
To: [Elena I. Paoli](#); [Ryan, Stephen](#)
Cc: [Dawn Odrowski](#); slebeaux@fec.gov
Subject: RE: P-MUR 556
Date: Monday, December 09, 2013 4:14:00 PM

Elena,
Thank you for your email and your patience. The Committee expects to send its response before the end of the week and likely sooner.

Matt

Matthew M. Leland
McDermott Will & Emery LLP
The McDermott Building
500 North Capitol Street, N.W.
Washington, D.C. 20001
Telephone: (202) 756-8077
Facsimile: (202) 756-8087
mleland@mwe.com

From: epaoli@fec.gov [<mailto:epaoli@fec.gov>]

Sent: Monday, December 09, 2013 11:41 AM

To: Leland, Matthew; Ryan, Stephen

Cc: dodrowski@fec.gov; slebeaux@fec.gov

Subject: Re: P-MUR 556

Hi, Matthew and Steve. Regarding your email below, do you have a timeframe for when we can expect a response? Thank you.

Elena Paoli
(202) 694-1548

From: "Leland, Matthew" <MLeland@mwe.com>
To: "dodrowski@fec.gov" <dodrowski@fec.gov>, "epaoli@fec.gov" <epaoli@fec.gov>,
Cc: "Ryan, Stephen" <SRyan@mwe.com>
Date: 11/18/2013 05:56 PM
Subject: P-MUR 556

Elena and Dawn,

I am following up on your call to Steve Ryan about the Crapo campaign. We are working diligently to respond to your October 30 letter and anticipate submitting answers to your questions shortly after the Thanksgiving holiday.

Please let us know if you have any questions.

Sincerely,

Matt Leland

Matthew M. Leland
McDermott Will & Emery LLP
The McDermott Building
500 North Capitol Street, N.W.
Washington, D.C. 20001
Telephone: (202) 756-8077
Facsimile: (202) 756-8087
mleland@mwe.com

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Stephen M. Ryan
Attorney at Law
sryan@mwe.com
+1 202 756 8333

December 11, 2013

BY EMAIL

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Elena Paoli, Esq.
Dawn Odrowski, Esq.
Office of Complaints Examination and Legal Administration
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

Re: P-MUR 556
Mike Crapo for U.S. Senate and Paul Kilgore
in his official capacity as Treasurer (FEC ID# C00330886)

Dear Ms. Paoli and Ms. Odrowski,

On behalf of my client, Mike Crapo for U.S. Senate ("the Committee"), and Paul Kilgore, please accept the following responses to your letter dated October 30, 2013 concerning the Committee's *sua sponte* submission.

In addition to these responses, I have included with this submission copies of documents you requested, such as bank records related to the loan (CRAPO000001-18) and the Financial Services Agreement between Blueberry Guru, LLC and Pyramid Global Services (CRAPO000019-21).¹ Regarding the bank records, the Committee understands that Jacob Ball withdrew \$250,000 for the loan from three bank accounts on September 19, 2008. The transactions included:

- \$200,000 from Well Fargo Account Number(b) (4) (CRAPO000001)
- \$25,000 from Zions Bank Account Number(b) (4) (CRAPO000005, 7-8)
- \$25,000 from Zions Bank Account Number(b) (4) (CRAPO000011, 13, 16)

The Committee has been unable to locate all of the documents reflecting the specific transfer of funds to Blueberry Guru, LLC or records of communications between Messrs. Ball and Gavin McCaleb regarding the loan transaction.

¹ Portions of account identification numbers have been redacted.

The Committee's responses to your specific questions are as follows.

1. Please describe the circumstances under which William Corbett ceased working as the Committee's treasurer and provide the date he left the position.

On October 14, 2008, Mr. Corbett filed his last campaign finance disclosure report for the Committee. On or about the date of that filing to the Commission, the Committee and Mr. Corbett jointly agreed that Paul Kilgore, the President of Professional Data Services, Inc. ("PDS"), would assume responsibilities as Treasurer. PDS provides campaign finance compliance and reporting services to federal candidates and political committees. The Committee and Messrs. Corbett and Kilgore are unable to identify the specific date on which the transition to Mr. Kilgore occurred.

2. (a) We are interested in what, if any, internal financial controls and procedures the Committee had in place at the relevant time. We invite you to provide us with a description of copies of any such written or unwritten controls or procedures.

In 2008, the Committee held several bank and investment accounts. Each was opened in the Committee's name. As a general rule, the campaign accounts had multiple signors; however, the Committee did not require multiple signatures to make a disbursement. Moreover, there were no internal policies or oversight procedures preventing only one signor on an account from making a disbursement.

(b) In addition, you mentioned that the Committee had tightened its financial procedures following Ball's disclosure of the \$250,000 transaction. Please describe or provide a copy of those revised processes.

In light of the loan of Committee funds executed by Mr. Ball, the Committee now requires express authorization by at least two senior campaign personnel for any disbursement from the Committee's accounts. Moreover, at least one Committee staff member without authority to make disbursements from the Committee's depository and investment accounts reviews bank statements and monitors the Committee's financial transactions. Finally, the Committee and Treasurer ensure that bank statements are reconciled monthly – and most often weekly – with the Committee's accounting files and campaign finance disclosures.

3. Please describe or provide a statement from Senator Crapo addressing his recollection of any discussion with Ball concerning Committee investments and the extent of authority he gave Ball to make investments, including whether the Senator and Ball discussed certain types of investments.

Senator Crapo recalls the following conversations with Mr. Ball concerning the campaign's investments:

Mr. Ball served as the Campaign Manager for Mike Crapo for U.S. Senate and was responsible for managing the day-to-day operations of the campaign. His responsibilities included stewardship of the Committee's depository and investment accounts and disclosure of information on those accounts to Mr. Corbett's office, which served as the Committee's accountant.

Amid the financial crisis affecting the banking industry in 2008, Senator Crapo and Mr. Ball decided to deposit the campaign's funds among several different FDIC insured bank accounts to provide stronger protection of the Committee's assets. Mr. Ball suggested to Senator Crapo that he might be able to locate financial accounts or investment opportunities paying higher interest rates than the Committee's existing bank accounts. Although they discussed such investments only generally, Senator Crapo provided Mr. Ball with the discretion to invest the Committee's funds.

During the next several months, Mr. Ball called Senator Crapo periodically to update him on activities of the campaign, including the Committee's fundraising. On a few occasions, Mr. Ball briefed Senator Crapo on the Committee's investment strategies, but did not inform him of any transactions besides deposits to standard interest bearing bank accounts and purchases of Certificates of Deposit.

In October 2009, however, Mr. Ball alerted Senator Crapo during a telephone conversation that one of the Committee's accounts had not yet "paid back" its \$250,000 "investment." Mr. Ball explained to Senator Crapo that he would resolve the matter quickly. Although payment was overdue, Mr. Ball suggested the Committee would receive the outstanding balance within weeks of his conversation with Senator Crapo.

Mr. Ball did not report again on the issue to Senator Crapo until November 2010. During a telephone conversation, Mr. Ball informed Senator Crapo that the Committee still had not been repaid on the investment and, further, that he expected the Committee to suffer a loss of those funds. For the first time, he informed Senator Crapo that the investment involved a real estate transaction. As a result of the conversation, Senator Crapo directed the campaign to hire counsel to explore the Committee's legal options for recovering the funds.

- 4. When did Paul Kilgore start working as the Committee's treasurer? Please describe or provide a statement from him addressing his knowledge of the \$250,000 transaction and actions he may have taken to try to resolve any discrepancies between the Committee's financial statements and its disclosure reports.**

As explained above, the Committee and Messrs. Corbett and Kilgore are unable to identify the specific date on which Mr. Kilgore assumed responsibilities as Treasurer of the Committee;

however, the Committee disclosed Mr. Kilgore as the new Treasurer in its Statement of Organization dated January 29, 2009.

It appears Mr. Kilgore became aware of the \$250,000 transaction from his colleague, Ms. Randi Reeves. Ms. Reeves is the day-to-day accountant for the Committee and, in this role, drafts campaign finance disclosure reports for review and approval by the Committee and Mr. Kilgore. Ms. Reeves manages the Committee's finances using an accounting program that includes information on bank account transactions that is supplied from the Committee or directly from the banks.

In August 2011, Ms. Reeves reviewed tax statements for the bank accounts listed on the accounting program. She was unable to locate a 1099-INT interest statement for one account that appeared to hold investment income, but last showed activity in 2008. After contacting the Committee about the account, Ms. Reeves learned from Committee staff that the money had been invested by Mr. Ball in a real estate venture. The Committee had not earned any income on the transaction and was still seeking repayment of the initial investment.

Ms. Reeves informed Mr. Kilgore about the transaction. Mr. Kilgore contacted the Committee and learned that it hired counsel to help recover the funds. In light of the potential for recovery of the investment, the Committee included the outstanding sum as part of the Committee's cash on hand on its campaign finance disclosure reports. Mr. Kilgore filed an amended October 2008 Quarterly Report and October 2009 Quarterly Report identifying the transaction and loss *after* the Committee determined that the funds were unrecoverable.

5. How does the Committee account for the delay between the Committee's discovery of the transaction and its reporting of it to the Federal Election Commission?

When the Committee suspected the \$250,000 might not be repaid, it took several measures to recover the funds before reporting a "loss" on its campaign disclosures.

- After Senator Crapo learned about the likely loss on the \$250,000 transaction, he promptly directed the campaign to seek counsel for advice on the matter. By January 2011, the Committee engaged an Idaho attorney, Jason Risch, to serve as its campaign finance attorney and to assess whether the campaign could take legal action to recover the unpaid funds.
- Mr. Risch conducted an investigation into Pyramid Global Services, the third party recipient of the funds, and determined that the Committee should report the apparent fraud by Pyramid to the Federal Bureau of Investigation before filing any civil action against the company.
- Mr. Risch reported the matter to Special Agent Rebekah Morse in July 2012. After conducting her investigation, Ms. Morse referred the results of the inquiry to the U.S. Attorney's office.

Elena Paoli, Esq.
Dawn Odrowski, Esq.
December 11, 2013
Page 5

- In November 2012, the U.S. Attorney's office informed the Committee that it would not take any further action on the matter.
- In January 2013, the campaign hired McDermott Will & Emery for a new evaluation of the matter. After receiving legal advice from McDermott, the campaign concluded that it would not be prudent to spend additional campaign funds to pursue litigation on the unpaid loan. The campaign also concluded it should amend its October 2008 Quarterly Report and October 2009 Quarterly Report to reflect the loan transaction and subsequent loss.

* * * *

Please do not hesitate to contact me at (202) 756-8333 if you require additional information.

Sincerely,



Stephen M. Ryan
Counsel for Mike Crapo for U.S. Senate

Enclosures

cc: Paul Kilgore, Professional Data Services, Inc.

WELLS FARGO BANK, N.A.
CAPITOL
P.O. BOX 6995
PORTLAND, OR 97228-6995

Page 1 of 3

127212

(CO113)

Account Number:

2349

Statement Period:

Sep 1, 2008-
Sep 30, 2008



CRAPO FOR US SENATE
PO BOX 1948
BOISE ID 83701-1948

If you have any questions about this statement or your accounts, call: 800-225-5935 (1-800-CALL-WELLS).

Your Accounts at a Glance

Account Type	Beginning Balance	Deposits/ Credits	Withdrawals/ Debits	Ending Balance
Basic Business Checking (b) (4)	106,666.22	126,965.90	- 200,000.00	33,632.12

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Basic Business Checking (b) (4)

Crapo For Us Senate

Aug 31	Beginning Balance	106,666.22
Sep 30	Ending Balance	33,632.12

Deposits and Credits

Posted Date	Transaction Detail	Amount
Sep 12	WFBS12879268Dr 080912 A	26,347.00
Sep 15	WFBS12879268SEL36159AEY2 08091500649Sacdpr	100,618.90

Withdrawals and Debits

Posted Date	Transaction Detail	Amount
Sep 19	Withdrawal Made In A Branch/Store	- 200,000.00

Continued on next page

CRAPO000001

Crapo For Us Senate

Account Number:
Statement End Date:(b) (4)
09/30/0

Daily Balance Summary

Date	Balance	Date	Balance
Aug 31	106,666.22	Sep 15	233,632.12
Sep 12	133,013.22	Sep 19	33,632.12

For Your Interest

Thank you for banking with Wells Fargo.

CRAPO000002

ZIONS BANK®

P.O. Box 30709, Salt Lake City, UT 84130-0709

Statement of Accounts

Page 1 of 3

This Statement: September 30, 2008

Last Statement: August 29, 2008

Primary Account (b) (4)

0168271 01 A1 0 346 **AUCO 18 0 1675 83701-194848



CRAPO FOR US SENATE
PO BOX 1948
BOISE ID 83701-1948

DIRECT INQUIRIES TO:

Treasury Management

Customer Service

1-800-726-7503



Investments Department
1 South Main
Salt Lake City, UT 84111-1904

WE HAVEN'T FORGOTTEN WHO KEEPS US IN BUSINESS. ®

Any Investment Funds obtained hereunder are not obligations of, or guaranteed by, Zions Bank. The funds are not bank deposits and are not FDIC insured. Funds may fluctuate in value and are subject to investment risk, including possible loss of principal amount invested.

SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Ending Balance	Outstanding Balances Owed
Accessor U.S. Govt MM Fund	(b) (4)	\$39,310.29	

ACCESSOR U.S. GOVT MM FUND 024771198

Previous Balance	Credits	Debits	Other Debits	Ending Balance
101,471.47	1,751.31	38,912.49	25,000.00	39,310.29

2 CREDITS

Date	Amount	Description
09/10	1,630.98	CR OFFSET FROM ACCOUNT (b) (4)
09/30	120.33	INTEREST PAYMENT (b) (4)

16 DEBITS

Date	Amount	Description
09/02	1,687.82	DR OFFSET TO ACCOUNT (b) (4)
09/03	103.79	DR OFFSET TO ACCOUNT
09/04	467.09	DR OFFSET TO ACCOUNT
09/08	63.81	DR OFFSET TO ACCOUNT
09/09	433.69	DR OFFSET TO ACCOUNT
09/11	87.29	DR OFFSET TO ACCOUNT
09/12	3,498.86	DR OFFSET TO ACCOUNT
09/15	284.88	DR OFFSET TO ACCOUNT
09/16	56.00	DR OFFSET TO ACCOUNT
09/17	25.88	DR OFFSET TO ACCOUNT
09/18	210.00	DR OFFSET TO ACCOUNT
09/19	25,072.83	DR OFFSET TO ACCOUNT
09/22	248.74	DR OFFSET TO ACCOUNT
09/26	188.00	DR OFFSET TO ACCOUNT
09/29	40.02	DR OFFSET TO ACCOUNT
09/30	6,443.79	DR OFFSET TO ACCOUNT

CRAPO000003

Sweep Account Reconciliation Form

The following form is designed to assist in your Sweep Account reconciliation efforts. Please use the following documents:

For Loan Sweeps: Checking Account Statement(s)
Loan Sweep Account Statement
Monthly Interest Statement
Checking Account Ledger

For Sweeps: Checking Account Statement(s)
Investment Sweep Account Statement
Checking Account Ledger

- Using **either** your Investment Sweep Account Statement or Loan Sweep Statement, check your Sweep Account transfers against the corresponding debits and credits on your checking account statement(s).
- Mark each entry in your checking account ledger that has been charged to your checking account (checks, deposits, etc.).
- List the checks that have been written, but not yet charged to your checking account on the lines below:

OUTSTANDING CHECKS					
Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
Total Amount (Enter this amount on line 6 below):					

- Enter the ending balance from the Sweep Account statement. **SWEEP STATEMENT BALANCE** _____
- Add the ending balance from the Checking Account statement. (if there is more than one checking account, add the balances together and enter the total on this line. If the checking account has a peg balance of \$0.00, enter \$0.00.) **CHECKING STATEMENT BALANCE** + _____
- Subtract the Outstanding Checks Total shown above. **OUTSTANDING CHECKS** - _____
- Add any outstanding deposits. **OUTSTANDING DEPOSITS** + _____
- Calculate the Adjusted Bank Balance. **ADJUSTED BANK BALANCE** = _____
- Enter the ending balance from your checking account register. (if there is more than one checking account, add the account balances together and enter the total on this line.) **CHECKING REGISTER BALANCE** + _____

NOTE: If reconciling an Investment Sweep account, go to step 11. For Loan Sweep accounts, go to step 10.

- Use the Sweep Account statement and Monthly Investment statement to reconcile transfers between the line of credit and sweep account to determine the net draw or net payment to the line. Add the draw or subtract the payment from the book balance. **NET CHANGE IN LINE** + or - _____
- Subtract any bank charges from the account statements. **BANK CHARGES** - _____
- Add interest/dividends received from the account statement. **INTEREST EARNED** + _____
- Calculate the Adjusted Register Balance. This should match the Adjusted Bank Balance (line 8). **ADJUSTED REGISTER BALANCE** = _____

SWEEP ACCOUNT ACTIVITY REPORT BALANCE DEFINITIONS:

- Accrued Interest M-T-D:** The amount of interest accrued by the sweep that month to date.
- Current Balance:** A positive balance denotes the total amount of funds in the sweep (collected funds, plus funds in float).
- Available Balance:** A positive balance denotes the amount in one day float to the sweep available for the next business day. A negative balance denotes the amount drawn from uncollected funds.
- Collected Balance:** A positive balance denotes the amount of funds collected from float or same day deposits or credits. Accrued interest is calculated with this amount multiplied by the interest rate.
- Principal Loan Balance owned Online:** The amount currently owed to the Bank through the line of credit or loan.

ZIONS BANK®

P.O. Box 30709, Salt Lake City, UT 84130-0709

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September 30, 2008

CRAPO FOR US SENATE

(b) (4)

1 OTHER DEBIT

Date.....Amount

09/19 25,000.00

DAILY BALANCES

Date.....Balance

09/02 99,783.65

09/03 99,679.86

09/04 99,212.77

09/08 99,148.96

09/09 98,715.27

09/10 100,346.25

Date.....Balance

09/11 100,258.96

09/12 96,760.10

09/15 96,475.22

09/16 96,419.22

09/17 96,393.34

09/18 96,183.34

Date.....Balance

09/19 46,110.51

09/22 45,861.77

09/26 45,673.77

09/29 45,633.75

09/30 39,310.29

DIVIDENDS

Dividends Earned This Period

\$120.33

Number Of Days This Period

32

Dividends Paid Year-To-Date 2008

\$1,706.92

Current rate is 1.565%

Rate changes this period:

Date.....Rate

09/02 1.737%

09/03 1.756%

09/08 1.754%

09/09 1.752%

09/10 1.748%

09/11 1.760%

09/12 1.773%

09/15 1.959%

09/16 1.718%

09/17 1.715%

09/18 1.835%

09/19 1.733%

09/22 1.689%

09/23 1.608%

09/24 1.634%

09/25 1.669%

09/26 1.684%

09/29 1.627%

09/30 1.565%

CRAPO000005

0168271-0000002-0228261

Sweep Account Reconciliation Form

The following form is designed to assist in your Sweep Account reconciliation efforts. Please use the following documents:

For Loan Sweeps: Checking Account Statement(s)
Loan Sweep Account Statement
Monthly Interest Statement
Checking Account Ledger

For Sweeps: Checking Account Statement(s)
Investment Sweep Account Statement
Checking Account Ledger

- Using **either** your Investment Sweep Account Statement or Loan Sweep Statement, check your Sweep Account transfers against the corresponding debits and credits on your checking account statement(s).
- Mark each entry in your checking account ledger that has been charged to your checking account (checks, deposits, etc.).
- List the checks that have been written, but not yet charged to your checking account on the lines below:

OUTSTANDING CHECKS					
Check Number	Check Amount	Check Number	Check Amount	Check Number	Check Amount
Total Amount (Enter this amount on line 6 below):					

- Enter the ending balance from the Sweep Account statement. SWEEPSTATEMENT BALANCE _____
- Add the ending balance from the Checking Account statement. (if there is more than one checking account, add the balances together and enter the total on this line. If the checking account has a peg balance of \$0.00, enter \$0.00.) CHECKING STATEMENT BALANCE + _____
- Subtract the Outstanding Checks Total shown above. OUTSTANDING CHECKS - _____
- Add any outstanding deposits. OUTSTANDING DEPOSITS + _____
- Calculate the Adjusted Bank Balance. ADJUSTED BANK BALANCE = _____
- Enter the ending balance from your checking account register. (if there is more than one checking account, add the account balances together and enter the total on this line.) CHECKING REGISTER BALANCE + _____

NOTE: If reconciling an Investment Sweep account, go to step 11. For Loan Sweep accounts, go to step 10.

- Use the Sweep Account statement and Monthly Investment statement to reconcile transfers between the line of credit and sweep account to determine the net draw or net payment to the line. Add the draw or subtract the payment from the book balance. NET CHANGE IN LINE + or - _____
- Subtract any bank charges from the account statements. BANK CHARGES - _____
- Add interest/dividends received from the account statement. INTEREST EARNED + _____
- Calculate the Adjusted Register Balance. This should match the Adjusted Bank Balance (line 8). ADJUSTED REGISTER BALANCE = _____

SWEEP ACCOUNT ACTIVITY REPORT BALANCE DEFINITIONS:

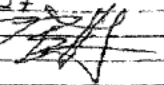
- Accrued Interest M-T-D:** The amount of interest accrued by the sweep that month to date.
- Current Balance:** A positive balance denotes the total amount of funds in the sweep (collected funds, plus funds in float).
- Available Balance:** A positive balance denotes the amount in one day float to the sweep available for the next business day. A negative balance denotes the amount drawn from uncollected funds.
- Collected Balance:** A positive balance denotes the amount of funds collected from float or same day deposits or credits. Accrued interest is calculated with this amount multiplied by the interest rate.
- Principal Loan Balance owned Online:** The amount currently owed to the Bank through the line of credit or loan.

ZIONS BANK

ACCOUNT # (b) (4)

September 30, 2008

Page 3 of 3

ZIONS BANK		CHECKING INTERNAL DEBIT	DEBIT
YOUR ACCOUNT HAS BEEN CHARGED TODAY AS FOLLOWS:			
DATE	9-19-08	DESCRIPTION	Official Check
BRANCH	0427		
APPROVED BY			
CHECK NUMBER		CLIENT NAME	Cape for US Sent
ACCOUNT NUMBER	(b) (4)	AMOUNT	\$ 25000.00
	(b) (4)		

Processed 09/19/08 \$25000.00

CRAPO000007

0168271-0000001-0228260

OFFICIAL CHECK		61-429890666		
427 03 4665 CRAPO FOR US SENATE		90-4314/1220		
ZIONS BANK Zions First National Bank Salt Lake City, Utah 84101		Date <u>September 19, 2008</u> <table border="1" style="width: 100%;"><tr><td style="text-align: center;">Amount</td></tr><tr><td style="text-align: center;">\$25,000.00***</td></tr></table>	Amount	\$25,000.00***
Amount				
\$25,000.00***				
PAY ***TWENTY FIVE THOUSAND and 00/100*** US Dollars		Security Features on Back		
To The Order Of ***BLUEBERRY GURU***		Drawer: Zions First National Bank		
Issued by Integrated Payment Systems Inc., Englewood, Colorado Comerica Bank, Los Angeles, CA		<div style="border: 1px solid black; padding: 5px; display: inline-block;">NON NEGOTIABLE GENERAL LEDGER</div> Authorized Signature		

(b) (4)

<p style="font-size: small;">124600454 09/19/08 ZIONS BANK S.L.C. UT 801-974-6999</p> <p style="font-size: 1.2em;">0550329840</p>	<p style="writing-mode: vertical-rl; transform: rotate(180deg);">SEP 19 08</p>	<p style="font-size: 1.2em;">5034 865</p> <p>Teller OC 09/19/08 C ID Serial Number 1198 OC Amount \$25,000.00 427 03 4665 15:47</p>
---	--	---

Date:09/19/08 Seq #:50329840 Account:(b) (4) Serial #:300 Amount:\$25,000.00 Dep Seq #:50329840

ZIONS BANK®

P.O. Box 30709, Salt Lake City, UT 84130-0709

Statement of Accounts

Page 1 of 5

This Statement: September 30, 2008

Last Statement: August 29, 2008

Primary Account (b) (4)

0168315 01610346 05-0000-ZF14-PC0023-00022
P68492 1801675 83701-194848

CRAPO FOR US SENATE
PO BOX 1948
BOISE ID 83701-1948



DIRECT INQUIRIES TO:

24-hour Account Information:

Logan: 755-9995
Ogden: 393-9995
Provo: 375-9995
Salt Lake: 974-8800
St. George: 674-9995
1 (800) 974-8800 (outside local areas)



Boise 9th and Main Office
890 Main Street
Boise, ID 83702-5899

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SUMMARY OF ACCOUNT BALANCE

Account Type	Account Number	Checking/Savings Ending Balance	Outstanding Balances Owed
Commercial Checking	(b) (4)	\$0.00	

COMMERCIAL CHECKING 427006747

193 22

Previous Balance	Deposits/Credits	Charges/Debits	Checks Processed	Ending Balance
16.95	41,020.76	8,289.52	32,748.19	0.00

20 DEPOSITS/CREDITS

Date	Amount	Description
09/02	1,687.82	CR OFFSET FROM ACCOUNT (b) (4)
09/03	103.79	CR OFFSET FROM ACCOUNT
09/04	467.09	CR OFFSET FROM ACCOUNT
09/08	63.81	CR OFFSET FROM ACCOUNT
09/08	44.27	7469216LB00K7EGKT 8713 LOWES #02573* MERIDIAN ID (b) (4)
09/09	433.69	CR OFFSET FROM ACCOUNT (b) (4)
09/10	1,027.00	7471705LEGYH1W4GP 8705 DELTA AIR 0062164896ATLANTA GA (b) (4)
09/10	1,027.00	7471705LEGYH1W4J1 8705 DELTA AIR 0062164926ATLANTA GA (b) (4)
09/11	87.29	CR OFFSET FROM ACCOUNT (b) (4)
09/11	10.00	DEPOSIT 0660238041
09/12	3,498.86	CR OFFSET FROM ACCOUNT
09/15	284.88	CR OFFSET FROM ACCOUNT
09/16	56.00	CR OFFSET FROM ACCOUNT
09/17	25.88	CR OFFSET FROM ACCOUNT
09/18	210.00	CR OFFSET FROM ACCOUNT
09/19	25,072.83	CR OFFSET FROM ACCOUNT
09/22	248.74	CR OFFSET FROM ACCOUNT
09/26	188.00	CR OFFSET FROM ACCOUNT
09/29	40.02	CR OFFSET FROM ACCOUNT
09/30	6,443.79	CR OFFSET FROM ACCOUNT

31 CHARGES/DEBITS

Date	Amount	Description
09/02	16.95	2469216L200HMK51T 8713 J2 *EFAX PLUS SERVICE 323-817-3205 CA (b) (4)
09/09	108.08	2471705LD3J3NVFBE 5957 HANCOCK FABRICS 1607 IDAHO FALLS ID
09/10	1,630.98	DR OFFSET TO ACCOUNT (b) (4)
09/10	43.28	2469216LD00VK0ZQM 8713 CLEARWIRE *BROADBAND888-253-2794 WA (b) (4)
09/10	24.42	0713 P.O.S. PURCHASE OFFICE DEP OFFICE DEPO BOISE ID (b) (4)
09/11	14.55	2476197LFEWRZ2PKX 8721 LA LOMA MEXICAN RSTNT WASHINGTON DC (b) (4)
09/15	339.50	2471705LHGYHYALGQ 8705 DELTA AIR 0062165014ATLANTA GA (b) (4)
09/15	297.50	2425477LJDDBA35QB 8721 G LOOMIS WOODLAND WA (b) (4)
09/15	42.29	0713 P.O.S. PURCHASE IDAHO LIQU 1744 W STAT BOISE ID (b) (4)

CRAPO000009

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[illegible]

CHECKBOOK BALANCE	
1. LIST your checkbook balance.	
2. ADD any deposits or other credits listed on the front of this statement which you have not recorded in your checkbook (such as payroll credits or other direct electronic deposits).	
3. SUBTOTAL:	
4. SUBTRACT any charges listed on the front of this statement which you have not recorded (such as service charges, automatic transfers, electronic transactions, etc).	
5. ADJUSTED CHECKBOOK BALANCE:	

STATEMENT BALANCE	
6. LIST your current statement balance as shown on the front of this statement.	
7. ADD deposits made, but not shown on this statement.	
8. SUBTOTAL:	
9. SUBTRACT total from "Checks Outstanding."	
10. ADJUSTED STATEMENT BALANCE:	

0168315-0000004-0228335

ZIONS BANK®

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September 30, 2008
CRAPO FOR US SENATE

(b) (4)

Continued ...

Date	Amount	Description
09/15	25.00	2471705LHGYHYA1X2 8705 DELTA AIR 0060768014ATLANTA GA (b) (4)
09/15	10.28	2473693LH04QH9EQY 8713 LE POULET ROUGE BREAKFBOISE ID (b) (4)
09/15	9.63	0713 P.O.S. PURCHASE FRED MEYER FRED MEYER MERIDIAN ID (b) (4)
09/15	9.23	0713 P.O.S. PURCHASE THE UPS ST 1770 W STAT BOISE ID (b) (4)
09/16	6.03	2442733LKLYJ2HQ0B 8713 MCDONALD'S F30817 BOISE ID (b) (4)
09/16	4.95	2469216LK00JSP1W3 8713 BWI*Boingo Wireless 800-880-4117 CA (b) (4)
09/17	61.00	2444500LMDBSZVGL1 8721 SOUTH BUFFET WASHINGTON DC (b) (4)
09/17	15.00	2471705LLGYJYEJV9 8713 NWA AIR 0122604982800-2252525 MN (b) (4)
09/17	9.17	2416407LLFF69B9ZQ 8713 GODFATHERS C M20353371ST PAUL MN (b) (4)
09/19	105.00	2444500LPDE06E01Q 8721 SENATE DINING ROOM WASHINGTON DC (b) (4)
09/19	24.88	2432300LNFT5V9A2V 8713 ARMAND'S CHICAGO PIZZAWASHINGTON DC (b) (4)
09/22	180.85	ANALYSIS SERVICE FEE
09/22	39.00	2471705LPMAA2LAEJ 8713 AMPCO BOISE ID (b) (4)
09/22	15.00	2471705LRGYL4WKSM 8713 NWA AIR 0122605066800-2252525 MN (b) (4)
09/22	10.98	2425477LTDDBA3587 8721 G LOOMIS WOODLAND WA (b) (4)
09/22	8.85	2416407LPFF69G0RJ 8713 QUIZNOS D MSP 20354916ST PAUL MN (b) (4)
09/22	7.95	2469216LR005ZWS61 8713 BWI*Boingo Wireless 800-880-4117 CA (b) (4)
09/29	188.00	2449280M03DWMMDH2 8713 IDAHO GOV STATE OF ID 208-3320102 ID (b) (4)
09/29	23.07	IDAHO INFO CONSO UNEMPL REF # 091000011551521 (b) (4)
09/30	3,881.19	INTUIT PAYROLL S QUICKB 820497296 REF # 0210000216/12/5 (b) (4)
09/30	1,119.96	IRS USATAXPYMT 270867400854118REF # 061036010034363 (b) (4)
09/30	16.95	2469216M1006SB65S 8713 J2 *EFAX PLUS SERVICE 323-817-3205 CA (b) (4)

21 CHECKS PROCESSED

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
0	09/19	25,000.00	4924	09/04	189.45	4931	09/11	94.29
4909*	09/10	303.00	4925	09/04	46.01	4932	09/09	314.00
4917*	09/02	139.86	4926	09/15	187.58	4933	09/30	532.64
4919*	09/12	147.58	4927	09/02	147.58	4934	09/10	84.05
4921*	09/02	1,400.38	4928	09/18	100.00	4935	09/22	59.94
4922	09/04	200.00	4929	09/03	103.79	4936	09/09	76.41
4923	09/04	31.63	4930	09/12	2,680.00	4937	09/30	910.00

* Not in check sequence

DAILY BALANCES

Date	Balance	Date	Balance	Date	Balance
09/02	0.00	09/11	0.00	09/19	73.83
09/03	0.00	09/12	671.28	09/22	0.00
09/04	0.00	09/15	35.15	09/26	188.00
09/08	108.08	09/16	80.17	09/29	16.95
09/09	43.28	09/17	20.88	09/30	0.00
09/10	11.55	09/18	130.88		

CRAPO000011

(1168315-0000003-0228334)



MEMBER FDIC

17-AS 2101

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 6. **Conclusion**
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CHECKBOOK BALANCE	
1. LIST your checkbook balance.	
2. ADD any deposits or other credits listed on the front of this statement which you have not recorded in your checkbook (such as payroll credits or other direct electronic deposits).	
3. SUBTOTAL:	
4. SUBTRACT any charges listed on the front of this statement which you have not recorded (such as service charges, automatic transfers, electronic transactions, etc).	
5. ADJUSTED CHECKBOOK BALANCE:	

STATEMENT BALANCE	
6. LIST your current statement balance as shown on the front of this statement.	
7. ADD deposits made, but not shown on this statement.	
8. SUBTOTAL:	
9. SUBTRACT total from "Checks Outstanding."	
10. ADJUSTED STATEMENT BALANCE:	

This balance should agree with line 5, above.

For electronic transfers: We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. Contact us at Zions Bank, EFT Dept. PO Box 25837, Salt Lake City, UT 84125-0837 or 1-800-662-4346.

We figure the finance charge on your credit line account by applying the daily periodic rate to the "Average Daily Balance" of your account, including current transactions, multiplied by the number of days in the billing cycle. To get the "Average Daily Balance", we take the beginning balance of your account each day, add any new advances and subtract any payments or credits. This gives us the daily balance. Any unpaid finance charges incurred during that billing period are not included in the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance."

- We may report information about your Check Reserve account to credit bureaus.** Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Please notify us if we report any inaccurate information about your account(s) to a credit bureau. Your written notice describing the specific inaccuracy should be sent to us at the following address: Zions Bank, PO Box 25787, Salt Lake City, UT 84125-0787.

Call 1-800-840-4999 to enroll today

0168315-0000003-0228334

ZIONS BANK CHECKING DEPOSIT

FOR DEPOSIT TO THE ACCOUNT OF

DATE: 9-11-08

NAME: Crapo for U.S. Senate

AMOUNT: 10.00

NET DEPOSIT: 10.00

(b) (4)

(b) (4)

Processed 09/11/08 \$10.00

COUNTER CHECK

Crapo for U.S. Senate

DATE: 9-19-08

AMOUNT: 25,000.00

ZIONS FIRST NATIONAL BANK

(b) (4)

Processed 09/19/08 \$25000.00

Mike Crapo

PO Box 12384
Denver, CO 80217

DATE: 09/10/08

AMOUNT: \$303.00

Ch# 4909

(b) (4)

Processed 09/10/08 \$303.00 Ch# 4909

Mike Crapo

PO Box 12384
Denver, CO 80217

DATE: 09/02/08

AMOUNT: \$139.86

Ch# 4917

(b) (4)

Processed 09/02/08 \$139.86 Ch# 4917

Mike Crapo

PO Box 12384
Denver, CO 80217

DATE: 09/12/08

AMOUNT: \$147.58

Ch# 4919

(b) (4)

Processed 09/12/08 \$147.58 Ch# 4919

Mike Crapo

PO Box 12384
Denver, CO 80217

DATE: 09/02/08

AMOUNT: \$1400.38

Ch# 4921

(b) (4)

Processed 09/02/08 \$1400.38 Ch# 4921

Mike Crapo

PO Box 12384
Denver, CO 80217

DATE: 09/04/08

AMOUNT: \$200.00

Ch# 4922

(b) (4)

Processed 09/04/08 \$200.00 Ch# 4922

Mike Crapo

PO Box 12384
Denver, CO 80217

DATE: 09/04/08

AMOUNT: \$31.63

Ch# 4923

(b) (4)

Processed 09/04/08 \$31.63 Ch# 4923

Mike Crapo

PO Box 12384
Denver, CO 80217

DATE: 09/04/08

AMOUNT: \$189.45

Ch# 4924

(b) (4)

Processed 09/04/08 \$189.45 Ch# 4924

Mike Crapo

PO Box 12384
Denver, CO 80217

DATE: 09/04/08

AMOUNT: \$46.01

Ch# 4925

(b) (4)

Processed 09/04/08 \$46.01 Ch# 4925

(b) (4)

Processed 09/02/08	\$147.58	Ch# 4927
--------------------	----------	----------

4929
 20-0128
 42
 4929
 20-0128
 42
 PAY TO THE ORDER OF
 AT&T
 ONE HUNDRED THIRTY AND 70/100
 AT&T
 PO Box 30464
 Los Angeles, CA 90030-4649
 (b) (4)

Processed 09/03/08	\$103.79	Ch# 4929
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[illegible]

Processed 09/11/08	\$94.29	Ch# 4931
--------------------	---------	----------

Mike Crapo
for U.S. Senate
P.O. Box 206 • BOZEMAN, MT 59710-0206
PAY TO THE ORDER OF Mike Crapo

Amount Enclosed \$4933
\$4933.00
\$4933.00

Five Hundred Thirty-Five and 64/100 Dollars

Mike Crapo
2065 Chandler
Bozeman Falls, ID 83412

(b) (4)

Processed 09/30/08	\$532.64	Ch# 4933
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[illegible]

Processed 09/22/08	\$59.94	Ch# 4935
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ZIONS BANK

ACCOUNT # (b) (4)

This Statement:
September 30, 2008
Page 5 of 5

Mike Crapo
P.O. Box 6100, Portland, ME 04106
PAY TO THE ORDER OF: Visa
\$76.41
Seventy Six and 41/100
Verizon
P.O. Box 990720
Dallas, TX 75206-0720
42 000000170611 0044
(b) (4)


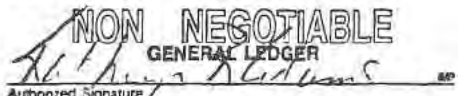
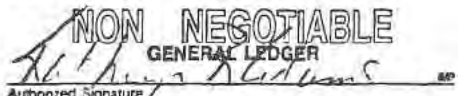
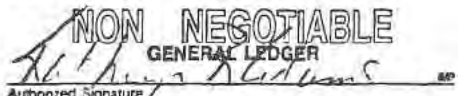
Processed 09/09/08 \$76.41 Ch# 4936

1101000048
07/28/2008
6314193721
This is a LEGAL COPY of
your check. You can use it
the same way you would
use the original check.
Mike Crapo
P.O. Box 6100, Portland, ME 04106
PAY TO THE ORDER OF: Visa
\$910.00
Nine Hundred and 00/100
Lynn S. Daniel & Associates, Inc.
131 South Carolina Street
Albany, NY 12216
(b) (4)

Processed 09/30/08 \$910.00 Ch# 4937

CRAPO000015

0168315-0000001-0228332

OFFICIAL CHECK		61-429890661			
427 02 1527 CRAPO FOR US SENATE		90-4314/1220			
ZIONS BANK Zions First National Bank Salt Lake City, Utah 84101		Date September 19, 2008 <table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">Amount</td> </tr> <tr> <td style="text-align: center;">\$25,000.00***</td> </tr> </table>	Amount	\$25,000.00***	
Amount					
\$25,000.00***					
PAY ***TWENTY FIVE THOUSAND and 00/100*** US Dollars					
To The Order Of ***BLUEBERRY GURU***		Drawer: Zions First National Bank			
<small>Issued by Integrated Payment Systems Inc., Englewood, Colorado Comerica Bank Los Angeles, CA</small>		<table border="0"> <tr> <td style="text-align: center;">NON NEGOTIABLE</td> </tr> <tr> <td style="text-align: center;">GENERAL LEDGER</td> </tr> <tr> <td style="text-align: center;">  Authorized Signature </td> </tr> </table>	NON NEGOTIABLE	GENERAL LEDGER	 Authorized Signature
NON NEGOTIABLE					
GENERAL LEDGER					
 Authorized Signature					

(b) (4)

427 02 1527 00 Amount \$25,000.00 Serial Number 429890661 ID NUMBER 09/19/08	SEP 19 03 124000554 09/19/08 ZIONS BANK S.L.C. UT 801-974-6800 0550317344	429 15012
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Date:09/19/08 Seq #:50317344 Account:(b) (4)
#:50317344

Serial #:300 Amount:\$25,000.00 Dep Seq

Financial Services Agreement

This Financial Services Agreement (hereinafter called the "Agreement") is made and entered into this Tuesday, September 23, 2008, by and between:

Blueberry Guru LLC whose address is 12737 N. 9th Ave, Boise, Idaho 83714 USA represented with sole signature of Gavin McCaleb United States of America Passport Number [REDACTED] for and on behalf of (hereinafter called the "CLIENT") and;

Pyramid Global Resources, whose address is 2510 E. Sunset Rd #5-179, Las Vegas, Nevada 89120 United States of America, represented with sole signature of **Ms. Francine Goldstein**, United States of America Passport Number [REDACTED] for and on behalf of (hereinafter called the "MANAGERS")

"CLIENT" and "MANAGERS" collectively (hereinafter called the "PARTIES")

WHEREAS, the Client grants authority of the Managers authorizing them to make the Client's Funds available as a fee for the purpose of securing a Certificate of Time Deposit to be used in an investment program with the Managers based upon trading in Debt Obligation and Option Instruments for a profit.

WHEREAS, the Client has Cash Funds in the amount of (USD \$250,000.00) **TWO HUNDRED AND FIFTY THOUSAND UNITED STATES DOLLARS**, (hereinafter called the "ASSETS"). The ASSETS are a fee to establish a credit enhancement for restricted AA or better-rated Bank Debt Obligation transactions.

WHEREAS, the Managers have the necessary knowledge, expertise and management in arranging the availability of AA or better rated Bank Debt Obligation Debentures with certain Financial Institutions.

WHEREAS, the Managers have the benefit of certain relationships with Financial Institutions known to them which allow for Private Transactions whereby they have the ability to make use of such Assets without loss or risk to the Clients Assets within the Private Transactions.

WHEREAS, the Client and the Managers are mutually desirous of joining together in order to utilize their various skills, business relationships, and Assets for shared profits.

NOW, THEREFORE, in consideration of the premises, promises, representations warranties and mutual covenants hereinafter set out, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, The Parties do agree as follows;

1.0 ESTABLISHING THE CUSTODIAL ESCROW TRUST ACCOUNT

- a) The Managers will establish a restricted use Custodial Escrow Trust Account controlled by the Managers, (hereinafter called the "Custodial Escrow Trust Account") at the Manager's bank and under such terms and conditions necessarily reasonable for the Managers to operate said Assets within the Investment Program. It is specifically agreed that the Client's Asset's shall never be exposed to risk or loss within the Managers Care and while in the Custodial Escrow Trust Account.

Financial Services Agreement

- b) The Client shall confirm the above stated Assets from their Bank Account to the Managers with a newly issued "Tear Sheet" not older than (3) Three days. The Client will then transfer to the Custodial Escrow Trust Account the Assets for the term of this contract.
- c) The Managers have agreed that the "Reserve Assets" cash value available shall be **TWO HUNDRED AND FIFTY THOUSAND UNITED STATES DOLLARS(USD \$250,000.00)**.
- d) It's agreed between the Parties that the Reserve Assets will be used by the Managers to trade from the Custodial Escrow Trust Account and to use the said Reserve Assets to perform the **BEST EFFECT** collateral first transaction on behalf of the Client in order to receive the agreed upon yield.

2.0 DEPOSIT OF ASSETS INTO THE CUSTODIAL ESROW TRUST ACCOUNT

- a) The Client shall cause the transfer of Assets into the Custodial Escrow Trust Account having the Bank Coordinates shown below:

Beneficiary Bank Name: City National Bank
Bank Address: Specialty Deposits La Palma California 90623
Credit To: Billie Davis Escrow
ABA/Routing Number: [REDACTED]
Bank Account Number: [REDACTED]
Reference: Kyle Barnes, Escrow Officer
Escrow Number: [REDACTED]

- b) The Assets are required to perform a Private Transaction in a current value amount or market value which shall be good, clean clear funds of a non-criminal origin and immediately available.
- c) The Client warrants that the initial Assets deposited, as well as any subsequent deposits to the Custodial Escrow Trust Account do not arise from any illegal transactions in connection therewith.

3.0 OPERATION OF THE VENTURE

- a) The Venture shall operate for the benefit of both the Client and the Managers, the profit derived from the transactions shall not be sent to any corporation, trust or any other entity without the legal authority of both Parties. All payments to the Client shall be made directly to the account designated by the Client.
- b) The Managers shall confirm to the Transaction Bank Account, all information and instructions that are necessary to facilitate the operation of this Investment Program hereunder.
- c) The Client may use the Paymaster Services of **Mr. John T. Scott Esq.** with the understanding and agreement that all profits to be transferred to the Attorney Trust Account of Mr. John T. Scott Esq. at JP Morgan Chase Bank for further distribution to Parties. It is agreed by the Parties this service fee is (25%) Twenty Five Percent of (1%) One Percent of the total amount transferred into the Attorney Trust Account.

Financial Services Agreement

4.0 DIVISION OF PROFITS

- a) The Client shall receive a onetime return of THREE MILLION UNITED STATES DOLLARS (USD \$3,000,000.00). Payment of Three Million United States Dollars is to be made once and paid under Investment Program Guidelines Schedule below.

1. First payment Three Million Dollars (due on Monday of November 3rd 2008)

Client agrees this contract starts on the date of the receipt confirmation of the Assets.

- b) The Managers have guaranteed to the Client that the Trade Returns transferred to the Client's designated Bank Account shall be free and clear of any and all liens and or encumbrances and that said cash funds transferred were legally earned of non-criminal origins.
- c) The Managers shall cause the transfer of Trade Returns into the Clients Account having the Bank Coordinates shown below:

Beneficiary Bank Name:	Washington Mutual, Inc
Bank Address:	5425 W Chinden Blvd, Boise, Idaho, 83714
Bank Account Name:	Blueberry Guru, LLC -- Gavin McCaleb
Bank S.W.I.F.T. Code:	
ABA/Routing Number:	
Bank Account Number:	
Bank Officer Name:	Megan Bryant

5.0 LIABILITY

- a) The Client shall have no liability with respect to the underlying commercial activity generating the profits, which are the subject matter of this Agreement, except as contemplated herein, and the Managers shall protect and defend all the Client's rights, titles and interests as they appear herein.

6.0 TERM

- a) This Agreement shall be for a Term of Four to Eight (4-8) weeks from the date of the confirmation of the Reserve Assets by the Managers Financial Institution authorized to conduct the Investment Program and can only be extended by mutual agreement of both Parties.

7.0 PREVIOUS AGREEMENTS, ENTIRE AGREEMENT, AMENDMENTS, MODIFICATIONS, ATTACHMENTS AND APPENDIXES

- a) This Agreement cancels out and supersedes any and all previous agreements, contracts and understandings written or oral, and any notices or communications of any type in connection therewith shall have no bearing to this Agreement unless specifically agreed to by both Parties.
- b) This (7) Seven Page Agreement is the entire Agreement and there are no other agreements or contracts. There are no amendments to this Agreement. Any and all amendments and modifications to this Agreement are not binding unless approved in writing and signed by both Parties.

Financial Services Agreement

- c) Each of the Parties hereto is covenant and agrees to execute any document reasonably necessary and mutually acceptable to the performance of the obligations of the other party charged hereunder. Both Parties agree to extend their **BEST EFFORTS** for the successful accomplishment of this Agreement.

7.0 NON-DISCLOSURE/ NON-CIRCUMVENTION

- a) Both Parties hereby agree to keep **completely confidential** the names or any contracts, banks, brokers, trust, safe keeping companies, lending institutions or groups of individuals, lenders or borrowers, buyers of sellers and such information as pertains to or is descriptive of any and all of the business transactions, and purposes which are contemplated by and are set out herein (all of which hereinafter collectively referred to as the "Proprietary Information") as may be introduced or disclosed either one of the Parties.
- b) Such Proprietary Information shall remain confidential during both the applicable transaction(s) and throughout the duration of this Agreement, and shall include any account number(s), amount(s), names, telephone and fax numbers, addresses, telex numbers and the like; It is also specifically agreed that all such information is the exclusive property of the "stock-in-trade" by the introducing party, and that any further disclosure of or misuse of such Proprietary Information can result in serious financial loss or harm to the disclosing party. Any claim or controversy arising from the disclosing party or from any part of this provision or the breach thereof and which is not settled between the Parties themselves shall be settled by arbitration in accordance with the rules of the American Arbitration Association with hearings to take place in a location to be determine by the aggrieved party, and thereafter, judgment upon award rendered by the Arbitrator(s) may be entered into any court having competent jurisdiction including the award to the aggrieving party and receive any remuneration in addition to all court costs, attorney fees and other fair charges allowed by the Arbitrator(s).
- c) The Managers and the Client, separately, hereby agree that their respective corporations, divisions, subsidiaries, employees, agents or consultants will not make any contact with, deal with or otherwise be involved in any transaction with any trusts, corporations or individuals, introduced by the other party either corporately or individually including their associates without permission provided in writing by the disclosing party to this Agreement. This Agreement is also binding to all Parties their assignees, their nominated heir, associates, trustees, which are directly or indirectly involved.
- d) This provision shall be a perpetuating Agreement for Twenty Five (25) years from the date first above written and is to be applied to any and all transactions, and / or any and all of the information relating to the trusts, traders, safe keeping institutions, corporations and/or individuals related to the enterprise herein contemplated, and/or all of the information concerning such underlying transaction and/or of the buyers, institutions, corporations, individuals and/or trusts, bankers, borrowers or sellers and the like which is the property of the introducing party and shall remain the property of the Managers for the duration of this Agreement.
- e) Any controversy arising out of any part of this provision or the breach thereof and which is not settled between the Parties themselves shall be settled by arbitration in accordance with the rules of the American Arbitration Association as outline in (b) above.

Financial Services Agreement

- f) It is understood that this Agreement is reciprocal between the Parties hereto concerning their Proprietary Information. It is understood that any contact with the trust or trading officers, directors or their personnel is expressly limited to the information ownership right of each party as contemplated herein, no other contact being permitted or considered herein.

8.0 MISCELLANEOUS

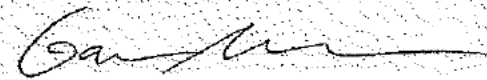
- a) The Parties hereto shall not be liable for any failure to perform by reason of Force Majeure as is described in the brochure "Uniform Customs and Practices for Documentary Credits, International Chamber of Commerce" (I.C.C.) Publication Number 500 (2006 edition).
- b) The Agreement may be signed in counterparts, each of which shall be deemed an original. This Agreement may be transmitted by facsimile and or E-mail with hard copy exchange within Seven (7) International Banking Days upon request of Parties.

This Agreement is open for (3) three calendar days for acceptance from the above-mentioned date and must be signed by the Client and countersigned by the Managers. The Assets must be deposited, transferred, or by Bank SWIFT into the Custodial Escrow Trust Account within this time period.

IN WITNESS WHEREOF, the Parties have set their hands as the Sole Authorized Representative able to sign for as of the day and year first above written.

For and on behalf of the Client:

For and on behalf of the Managers:



Name: Gavin McCaleb
Title: Sole Signatory
Company Name: Blueberry Guru, LLC
Passport Number: [REDACTED]
Country of Issue: USA
Date of Issue: (b) (6)
Date of Expiry: (b) (6)

Name: Francine Goldstein
Title: President
Company Name: Pyramid Global Resources, Inc
Passport Number: [REDACTED]
Country of Issue: USA
Date of Issue: (b) (6)
Date of Expiry: (b) (6)

- Credit Lines and Loans
- Merchant Card Services

- Business Payroll Services
- Investment Services

- Retirement Plans
- Business Online Banking

For more information on our products and services,
please contact your Wells Fargo representative or visit us online at wellsfargo.com/biz

NOTICE: Wells Fargo Bank, N.A. may furnish information about accounts belonging to individuals, including sole proprietorships, to consumer reporting agencies. If this applies to you, you have the right to dispute the accuracy of information that we have reported by writing to us at: Overdraft Collections and Recovery P.O. Box 5058 Portland, OR 97208-5058. You must describe the specific information that is inaccurate or in dispute and the basis for any dispute with supporting documentation. In the case of information that relates to an identity theft, you will need to provide us with an identity theft report.

1. Use the following worksheet to calculate your overall account balance.

2. Go through your register and mark each check, withdrawal, ATM transaction, payment, deposit or other credit listed on your statement. Be sure that your register shows any interest paid into your account and any service charges, automatic payments or ATM transactions withdrawn from your account during this statement period.

3. Use the chart below, list any deposits, transfers to your account, outstanding checks, ATM withdrawals, ATM payments or any other withdrawals (including any from previous months) which are listed in your register but not shown on your statement.

ENTER

- A** The NEW BALANCE shown on your statement

ADD

- 3** Any deposits listed in your register or transfers into your account which are not shown on your statement.
- | |
|-----------|
| \$ _____ |
| \$ _____ |
| \$ _____ |
| +\$ _____ |

TOTAL \$

► **CALCULATE THE SUBTOTAL**

(Add Parts A and B)

▶ SUBTRACT

- 5] The total outstanding checks and
withdrawals from the chart above - \$

▶ **CALCULATE THE ENDING BALANCE**

(Part A + Part B - Part C)

This amount should be the same as the current balance shown in your check register.

§

[illegible]

Members FDIC

BEFORE THE FEDERAL ELECTION COMMISSION

Mike Crapo for U.S. Senate and Paul Kilgore
in his official capacity as treasurer

)
)
)

P-MUR 556

THIRD CONSENT TO EXTEND THE TIME
TO INSTITUTE A CIVIL LAW ENFORCEMENT SUIT

Pursuant to the Commission's *Policy Regarding Self-Reporting of Campaign Finance Violations (Sua Sponte Submissions)*, 72 Fed. Reg. 16695 (April 6, 2007), and in further cooperation regarding their *sua sponte* submission, Respondents, Mike Crapo for U.S. Senate and Paul Kilgore in his official capacity as treasurer ("Committee"), hereby consent to toll the statute of limitations for any civil enforcement suit that the Federal Election Commission might institute in connection with P-MUR 556 pursuant to 2 U.S.C. § 437g(a)(6) for an additional period of one hundred and twenty (120) days, for a total of 300 days. *See Tolling Agreements*, May 20, 2013, and Nov. 1, 2013. This agreement will extend the time to institute a civil law enforcement suit from the expiration date of the five-year statute of limitations found at 28 U.S.C. § 2462, or any other statute of limitations or repose that may be applicable in this matter.

There shall be no additional consent to extend the time to institute a civil law enforcement suit without the written consent of the Respondents.

(Sign) 
(Print name) Matthew M. Leland
Counsel for Respondents

January 26, 2014
Date

McDermott Will & Emery

Boston Brussels Chicago Düsseldorf Frankfurt Houston London Los Angeles Miami
Milan Munich New York Orange County Paris Rome Seoul Silicon Valley Washington D.C.
Strategic alliance with MWE China Law Offices (Shanghai)

RECEIVED

2013 APR 29 PM 3:35

FEC MAIL CENTER

Stephen M. Ryan
Attorney at Law
sryan@mwe.com
+1 202 756 8333

April 29, 2013

BY HAND-DELIVERY

Jeffrey S. Jordan, Esq.
Office of Complaints Examination and Legal Administration
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

**CONFIDENTIAL
COMMUNICATION
PURSUANT TO 11 C.F.R. § 111.21**

Re: **Mike Crapo for U.S. Senate** (FEC ID# C00330886) **PRE-MUR # 556**

Dear Mr. Jordan,

On behalf of my client, Mike Crapo for U.S. Senate ("the Campaign"), I am writing to self-report the Campaign's disclosure report omission of a loan transaction entered into by a former campaign aide on September 22, 2008. This letter serves as the Campaign's *sua sponte* submission to the Federal Election Commission pursuant to 2 U.S.C. § 437g(a).

Background

Mike Crapo for U.S. Senate is registered with the Commission as the principal campaign committee of U.S. Senator Michael Crapo, who serves as the senior Senator for the State of Idaho. From June 2006 through December 2010, Jacob G. Ball served as the Campaign Manager for the campaign. *See* Affidavit of Jacob G. Ball ¶ 1 (attached hereto as Exhibit A). In this role, Mr. Ball was responsible for managing the Campaign's staff and finances. *See id.* ¶ 2.

Recitation of Facts

In light of his financial management responsibilities for the Campaign, Mr. Ball contemplated ways in which the Campaign could earn the best interest rate on funds in the Campaign's depository accounts. *See id.* ¶ 3. On or about September 2008, Mr. Ball discussed a loan proposal with his acquaintance, Gavin McCaleb. *See id.* ¶ 5; Affidavit of Gavin R. McCaleb ¶ 3 (McCaleb Aff. attached hereto as Exhibit B). Mr. McCaleb is the managing member of Blueberry Guru, LLC, which is a business entity that has been organized under the laws of the State of Idaho since November 5, 2007. *See* McCaleb Aff. ¶ 1; Blueberry Guru, LLC Article of Organization (Articles attached hereto as Exhibit C). Mr. McCaleb suggested to Mr. Ball that the Campaign loan Blueberry Guru, LLC \$250,000 in exchange for repayment at an 8 percent interest rate. *See* Ball Aff. ¶ 5. According to Mr. McCaleb, he planned to invest loan proceeds

in certain real estate transactions that would generate a profit for Blueberry Guru, LLC. *See* McCaleb Aff. ¶ 3.

Mr. Ball and Mr. McCaleb entered into the loan agreement on behalf of the Campaign and Blueberry Guru, LLC, respectively, on September 22, 2008. *See* Promissory Note, Sept. 22, 2008 (attached hereto as Exhibit D). Mr. Ball, who was a signor on the Campaign's bank accounts, paid the loan to Mr. McCaleb from one of the Campaign's depository accounts. *See* Ball Aff. ¶ 6. He did not alert the Campaign to the transaction at the time. *See id.* Blueberry Guru, LLC did not repay any of the Campaign's loan and, according to Mr. McCaleb, the company has not generated any business income.¹ *See* McCaleb Aff. ¶ 5. As for the loan proceeds provided by the Campaign, Mr. McCaleb explained that he invested the funds in Nevada-based investment firm, which appears to have defrauded Mr. McCaleb and Blueberry Guru, LLC. *See id.* ¶¶ 5-6. Messrs. Block and McCaleb are unable to compensate the Campaign for the loss. *See* Ball Aff. ¶ 9, McCaleb Aff. ¶ 7.

Mr. Ball departed the campaign in December 2010 for another employment opportunity, but he informed the Campaign of the apparent fraud on Blueberry Guru, LLC, by the Nevada-based investment company. *See* Ball Aff. ¶ 9. The Campaign hired outside counsel to investigate the matter and, at Senator Crapo's instruction, had counsel disclose the transaction to Special Agent Rebekah Morse of the Federal Bureau of Investigation. Affidavit of Margaret M. Ballard ¶¶ 3-5 (attached hereto as Exhibit E). The Campaign cooperated with Ms. Morse throughout her investigation. *See id.* ¶ 6. Ms. Morse turned the results of her investigation over to the U.S. Attorney for the District of Idaho. *See id.* In November 2012, the U.S. Attorney's office informed the Campaign's attorney that the FBI and U.S. Attorney's office would not take any further action on the matter. *See id.*

Analysis

The Federal Election Campaign Act of 1971, as amended, requires a principal campaign committee to report debt owed to the committee, as well as repayments it receives on that debt. *See* 2 U.S.C. § 434(b)(8), 11 C.F.R. §§ 104.3(d), 104.11. As explained in guidance published by the Commission, a committee should continuously report debt in excess of \$500 on Line 9 and Schedule C of FEC Form 3 until that debt is extinguished. *See* Federal Election Commission Campaign Guide for Congressional Candidates and Committees, Aug. 2011, at 103. Because Mr. Ball failed to alert the Campaign or its Treasurer to the loan made to Blueberry Guru, LLC, in September 2008, the Campaign did not report the transaction to the Commission during on the Campaign's October 2008 Quarterly Report, or during subsequent reporting

¹ According to Mr. McCaleb, Blueberry Guru, LLC has not elected to be taxed as an incorporated entity by the Internal Revenue Service. In light of its tax status, Blueberry Guru, LLC would not be precluded from repaying the Campaign's loan if the company was solvent. *See* 11 C.F.R. §§ 100.52(b)(5) ("repayment shall be made with funds that are subject to the prohibitions of 11 CFR 110.20 and part 114."), 110.1(g)(2).

periods. Accordingly, the Campaign's periodic disclosure reports did not meet the reporting requirements set forth in Section 104.3(d) of the Commission's regulations.

Amended Disclosure Reports

Section 104.11 of the Commission's regulations states that "[w]here such debts and obligations are settled for less than their reported amount or value, the reporting committee shall include a statement as to the circumstances and conditions under which the debt or obligation was extinguished and the amount paid." *See* 11 C.F.R. § 104.11. In circumstances where an authorized committee is unable to secure repayment of a loan from a debtor, the Commission has allowed the committee to report the debt as extinguished. *See* F.E.C. Adv. Op. No. 2000-32, Dec. 1, 2000, at 3 (allowing campaign to forgive unpaid 10-year-old loan).

Based on the foregoing, Campaign plans to disclose the loan by amending two previous disclosure reports. First, the Campaign will amend its October 2008 Quarterly Report, which covers the date on which the loan was entered, by identifying the amount owed on the loan on Line 9 and Schedule C. Second, the Campaign will amend the October 2009 Quarterly Report, which covers the period in which full payment was due on the loan. As explained in F.E.C. Adv. Op. No. 2000-32, the Campaign will indicate on Schedule C that the loan is forgiven and cite to that Advisory Opinion. *See* Adv. Op. 2000-32, at 3. Moreover, the Campaign will state that it will no longer list the transaction on Schedule C of its disclosure reports. *See id.*

Please do not hesitate to contact me at (202) 756-8333 if you require additional information about this matter.

Sincerely,



Stephen M. Ryan
Counsel for Mike Crapo for U.S. Senate

Enclosures

cc: Paul Kilgore, Professional Data Services, Inc.

AFFIDAVIT OF JACOB G. BALL

STATE OF IDAHO)
 :SS.
County of Ada)

I, Jacob Gaylon Ball, being duly sworn, depose and say based on my personal knowledge that:

1. I am a former member of U.S. Senator Michael Crapo's congressional staff, and the former Campaign Manager for Mike Crapo for U.S. Senate. I served as Campaign Manager from June 2006 to December 2010.

2. As Campaign Manager, I was responsible for the day-to-day operations of the campaign. For example, I supervised campaign staff, participated in decisions regarding Senator Crapo's re-election campaign, and managed the campaign committee's finances. In addition, I was an authorized signor on each of the campaign's depository accounts.

3. Shortly after the financial crisis of 2008, Senator Crapo thought that we could better serve the campaign's funds by allocating them among multiple bank accounts to ensure that campaign funds were adequately covered by Federal Deposit Insurance Corporation insurance. I explained to Senator Crapo that I would deposit campaign funds in banks consistent with his suggestion, but I also suggested the campaign could earn higher interest at other institutions. The Senator gave me latitude to seek such a higher return, but I do not recall any other discussions with Senator Crapo describing the investment strategy.

4. Generally speaking, my approaches to investing campaign funds were successful. As reflected on the 2010 post-election disclosure report, the campaign earned in excess of \$320,000 in interest income from various accounts during the 2010 election cycle.

5. Although there were many investment decisions I made as campaign manager, there is only one that I regret. On or about September 2008, I learned about an investment opportunity for the campaign from my friend, Mr. Gavin McCaleb. I have known Mr. McCaleb for 16 years, and I consider him to be a trustworthy individual. Mr. McCaleb explained that the campaign could make a \$250,000 loan to his company, Blueberry Guru, LLC, which would repay the amount to the committee over several months at an 8% interest rate. I had an understanding that Mr. McCaleb planned to use the loan proceeds for real estate loans or other debt transactions.

6. I invested \$250,000 of the campaign funds with Mr. McCaleb's recommended investment. I did not specifically inform Senator Crapo about it and I believed it was a safe and reasonable investment based on my trust in Mr. McCaleb.

7. While I thought this would be a good opportunity to increase the campaign's balance before the 2010 campaign, the strategy has become a failure. I later learned that Mr. McCaleb invested the money in a less than professional manner and, without knowing it, in fraudulent enterprises with persons who absconded with the funds. I do not believe he intended this result.

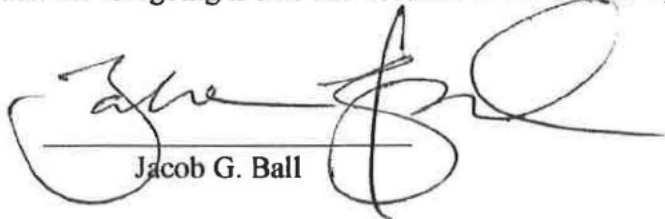
8. Although Mr. McCaleb and I sought repayment of the amounts that were invested by his company, it has become clear to me that the campaign will not be able to recover the campaign's lost funds. The campaign engaged counsel to seek recovery of the money, which to

date has proved fruitless despite my cooperation with counsel. I did not benefit in any way personally from this transaction, nor to the best of my knowledge did Mr. McCaleb.

9. I was, and continue to be, deeply sorry and personally embarrassed that the campaign money was lost through this investment decision. I did inform Senator Crapo and the campaign about the problem before I left his campaign for another employment opportunity, and unfortunately, subsequent efforts to recover the funds by a counsel engaged by the Campaign for this purpose were ultimately unsuccessful. I am a father with four children and, unfortunately, do not have the means to reimburse the campaign for the loss.

10. I am grateful Senator Crapo's campaign reported this matter to the F.B.I. and U.S. Attorney's Office and I cooperated fully in their investigation of the matter.


I declare under penalty of perjury that the foregoing is true and accurate to the best of my knowledge, information, and belief.



Jacob G. Ball

SUBSCRIBED AND SWORN TO BEFORE ME this 14 day of March, 2013.





NOTARY PUBLIC FOR IDAHO
Residing at Boise, Idaho
My commission expires: At Jan 4, 2014

AFFIDAVIT OF GAVIN R. MCCALED

STATE OF IDAHO)
 :SS.
County of Ada)

I, Gavin R. McCaleb, being duly sworn, depose and say based on my personal knowledge that:

1. I am the Managing Member of Blueberry Guru, LLC, which is a real estate investment company located in Boise, Idaho.

2. I have known Mr. Jacob Ball for several years and consider him a personal friend. In 2008, he was serving as Campaign Manager for Mike Crapo for U.S. Senate. Mr. Ball and I had a few discussions about worthwhile investment opportunities for the campaign, as he was occupied with other ways of building on the campaign's fundraising in preparation for Senator Crapo's re-election. At the time, Mr. Ball was focused primarily on depositing campaign contributions in bank accounts with favorable interest rates.

3. I proposed to Mr. Ball that the campaign loan my company money in exchange for repayments at a higher interest rate than ordinary bank interest. In light of my real estate background, I was confident I could use the loan proceeds for various real estate investments, or other transactions, that would help earn revenue for my business while ensuring additional funds for Senator Crapo's campaign.

4. After a few more discussions, Mr. Ball agreed to make an investment of \$250,000 to Blueberry Guru, LLC. We prepared a promissory note for the campaign, which set forth several terms for interest, payment, and default, among others. On September 22, 2008, Mr. Ball and I entered into the agreement on behalf of Mike Crapo for U.S. Senate and Blueberry Guru,

LLC, respectively. Mr. Ball was the only individual involved in this business arrangement. I did not have business dealings with Senator Crapo or other campaign personnel.

5. I did not discuss specific details about my investment strategy with Mr. Ball. Now, with the benefit of hindsight, I realize it was a risky plan. On September 23, 2008, I entered into a financial service agreement with Pyramid Global Resources, an investment company located in Las Vegas, Nevada. As part of the agreement, I paid the entire sum provided by the Crapo campaign to an escrow account. Pyramid was to use the assets in the escrow account to make investments with "private investors;" however, I did not know who the investors were or how the money would be used. Pyramid also agreed to generate a profit in less than two months, and the money was to be repaid to the escrow account.

6. The agreement was a fraud. Pyramid did not repay any of the funds as promised, and the escrow company refuses to cover the loss.

7. I regret this investment and for getting Mr. Ball involved in the transaction. Unfortunately, Blueberry Guru, LLC has not generated any income whatsoever, and I do not earn enough to compensate the campaign for its loss.

I declare under penalty of perjury that the foregoing is true and accurate to the best of my knowledge, information, and belief.

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DATED This 20th date of February, 2013.


Gavin R. McCaleb

SUBSCRIBED AND SWORN TO BEFORE ME This 20th day of February, 2013.




NOTARY PUBLIC FOR IDAHO
Residing at Boise, Idaho
My commission expires: 1/2/15



ARTICLES OF ORGANIZATION LIMITED LIABILITY COMPANY

(Instructions on back of application)

07 NOV -5 PM 4: 15

SECRETARY OF STATE
STATE OF IDAHO

1. The name of the limited liability company is:

Blueberry Guru, LLC

2. The street address of the initial registered office is:

12737 N 9th Ave, Boise, Idaho 83714

and the name of the initial registered agent at the above address is:

Gavin McCaleb

3. The mailing address for future correspondence is:

PO Box 8864, Boise, Idaho 83707

4. The limited liability company will be:

Manager-managed ☐ or Member-managed ☒ (please check the appropriate box)

5. If manager-managed, list the name(s) and address(es) of at least one initial manager.
If member-managed, list the name(s) and address(es) of at least one initial member.

Name

Address

Gavin McCaleb

12737 N 9th Ave, Boise, Idaho 83714

6. Signature of at least one person responsible for forming the limited liability company:

Signature: Gavin McCaleb

Typed Name: Gavin McCaleb

Capacity: Managing member

Signature: _____

Typed Name: _____

Capacity: _____

Secretary of State use only

IdahoForm LLC Articles of Organization.pdf
Revised 05/2007

Web Form

IDAHO SECRETARY OF STATE
11/05/2007 05:00
CK: CASH CT: 219297 BH: 1084882
1 @ 100.00 = 100.00 ORGAN LLC # 2

4068272

PROMISSORY NOTE

FOR VALUE RECEIVED, the undersigned, **Blueberry Guru, LLC**, an **Idaho Limited Liability Corporation**, (hereafter, "**MAKER**"), promises to pay to the order of **Mike Crapo for US Senate**, an **Idaho Corporation** (hereafter, "**LENDER**"), the sum of **Two Hundred Fifty Thousand Dollars (\$250,000.00)** in lawful money of The United States together with accrued interest at the rate hereinafter specified, in accordance with the following terms and conditions:

1. **Payments schedule and terms.** The principal sum above-stated shall bear interest and shall be paid as follows:

a. **Interest and Rate.** Such principal sum, or so much thereof as is from time to time unpaid, shall bear interest as follows. For the duration of the agreement **eight percent (8%) annual interest rate** (the "**Interest Rate**"). **MAKER** acknowledges that said **Interest Rate** is not usurious under the laws of the State of Idaho and that said rate reflects the risks undertaken by **LENDER** under this Note.

b. **Monthly payments – Not required.** Simple interest shall accrue monthly commencing on **September 22, 2008**. **Balloon Payment** - The entire note consisting of the balance of principal, together with any accrued interest is due and payable in full on or before **September 22, 2009**. Actual interest prorated to the day note is paid in full based on daily interest of **0.021918%** (Corresponds to **8%** annual rate)

c. **Late Charges.** There shall be added to each and every payment of principal and/or interest received by the holder more than ten (10) days after the due date thereof a late charge of **7.0%** on the amount so overdue, for the purpose of defraying the administrative expense incident to handling such delinquent payments. **Maker** acknowledges that the exact amount of such administrative expense of holder would be difficult to calculate and that such late charge represents a reasonable estimate of a fair average compensation for the loss that may be sustained by the holder due to the failure of the undersigned to make timely payments. Such late charge shall be paid without prejudice to the right of the holder to collect any other amounts provided to be paid or to declare a default hereunder.

d. **Place of Payment.** **MAKER** shall pay all sums due hereunder to **Mike Crapo for US Senate**, whose address is: **202 N 9th St, Suite 401F, Boise, ID 83702**, or at such other place as the lawful holder hereof may hereafter direct in writing. Any costs to set up any escrow for the collection of the Note and all monthly collection costs shall be paid by **MAKER**.

e. **Application of Payments.** All payments shall be applied first to escrow fees, then to late charges, if any, then to interest accrued and, thereafter, to the principal then unpaid.

f. **Extension.** **LENDER** agrees that **MAKER** may extend this note for one term of six months by giving notice in writing on or before **September 6, 2009**.

Interest continues to accrue as stated in the original term. The entire Note is to be paid in full with all applicable interest no later than **March 22, 2010**.

3. **Default.** Any default under this Note or in the due, prompt, and complete performance or observance of any covenant, agreement, or obligation of the MAKER, shall, at the option of the LENDER, be deemed a default on all Notes, obligations, and liabilities of each and all of the parties liable hereon to the LENDER hereof, whether now existing or hereafter arising.

4. **Acceleration without Notice.** If any default occurs under this Note or in the payment of any sum due under this Note, given in connection with this Note, the lawful holder hereof may serve a Notice of Default. In the event that said default is not cured by five (5) days after service of said Notice, LENDER may declare the full amount of the principal and interest remaining unpaid as immediately due and payable.

6. **Default Interest.** If any default occurs under this Note or the Deed of Trust, securing this Note, the entire unpaid principal balance thereof shall, for all purposes, thereafter bear interest at the rate which shall be five percent (5%) above the Interest Rate (the "Default Rate") from the date of such default until the default shall have been cured. Upon the cure of any default under this Note or the Deed of Trust unless the Note or the Deed of Trust shall otherwise then be in default, the unpaid principal shall thereafter bear interest at the Interest Rate from the date of such cure. Failure of LENDER to assess interest at the Default Rate on one or more occasions shall not constitute a waiver of the right to do so in the event of any subsequent defaults.

7. **Reduction of Principal Balance on Cure Default.** In addition to payment of late charges, default interest, and collection costs as provided herein, MAKER shall, in curing any default hereunder, make a payment to reduce the principal balance on this Note. The amount of said payment shall be equal to the amount needed to reduce the principal balance to the amount that the principal balance would have been had no default occurred.

8. **Collection Costs.** In the event of any default hereunder by MAKER, each undersigned MAKER and each endorser and each guarantor hereof shall pay to the lawful holder hereof all costs and reasonable attorneys fees incurred before and after legal action is commenced and before and after judgment is entered until such judgment and this Note shall have been paid in full. If Grantor should petition and be allowed in to bankruptcy status and if note holder takes action in bankruptcy court to protect note holder's interest in property materially affected by bankruptcy proceedings, then such costs as note holder incurs including but not limited to, reasonable attorney's fees and court costs shall be come additional indebtedness of grantor under trust deed securing this note.

9. **Waivers.** Each undersigned MAKER and each endorser and each guarantor of this Note jointly and severally waives demand for payment, presentment for payment, notice of nonpayment, notice of dishonor, and protest, and agrees that the time for payment hereof may be extended without any further consent and without impairing

their liability hereunder. Failure of the lawful holder hereof to enforce any of the provisions hereof upon a default in performance shall not constitute a waiver of the provision itself of any subsequent default in the performance thereof.

10. **Assignment by LENDER.** This Note may be assigned by LENDER at any time. After notice of such assignment is given to MAKER, the Assignee shall thereafter be regarded in all respects as the LENDER hereunder.

11. **Interpretation.** Singular terms used herein shall be read as if written in the plural when the context so requires or permits. The liability of all those signing this Note as MAKER, or as endorser, guarantor, or in any other capacity, shall be joint and several as to each and every provision of the Note.

12. **Notices.** All notices required or permitted to be given hereunder shall be deemed given when personally served or when deposited in the United States mail, postage prepaid, if to the LENDER, by certified or registered mail, return receipt requested, as follows:

if to LENDER, by certified or registered mail, return receipt requested, as follows:

Mike Crapo for US Senate
202 N 9th St, Suite 401F
Boise, Idaho 83702

Or if to the MAKER, by certified or registered mail, return receipt requested, as follows:

Blueberry Guru, LLC
PO Box 8864
Boise, Idaho, 83707

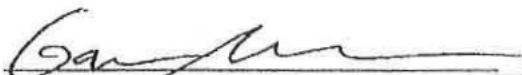
13. **Governing Law.** This Note has been executed and delivered in, and is payable in the State of Idaho and its interpretation shall be governed by the laws of the State of Idaho.

14. **Application of Funds.** Funds are to be used primarily for business development, including but not limited to advertising, marketing, product development, travel, employee wages and other compensation, and any other material that would reasonably considered a business requirement.

15. **Invalid Provisions.** The parties hereto intend and believe that each provision of this Note comports with all applicable local, state, and federal laws and judicial decisions. However, if any provisions of this is found by a court of law to be in violation of any applicable law or public policy and if such court should declare such provision to be illegal, invalid, unlawful, void, or unenforceable as written, then it is the intent of all parties hereto that such provisions shall be given force to the fullest possible extent that it is legal, valid, and enforceable. In the event, the remainder of this Note shall be construed as if such provision were not contained therein. All other rights, obligations, and interests of MAKER and LENDER hereunder shall then continue in full force and effect.

IN WITNESS WHEREOF, the Maker has executed and delivered this Note on the date below written.

DATED this 22 day of September, 2008



MAKER: Blueberry Guru, LLC

BY: Gavin McCaleb

ITS: Managing Member

AFFIDAVIT OF MARGARET M. BALLARD

STATE OF IDAHO)
 :ss.
County of Ada)

I, Margaret M. Ballard, being duly sworn, depose and say based on my personal knowledge that:

1. I serve as the Administrative Director for U.S. Senator Michael Crapo in his Boise, Idaho, office. I have been employed by Senator Crapo since 1996, when he was a Member of the U.S. House of Representatives.

2. On my personal time, I also work part-time for Mike Crapo for U.S. Senate, which is the Senator's re-election campaign. As part of my work, I help manage the campaign's depository accounts.

3. In 2011, the campaign hired outside litigation counsel in Idaho to look further into a loan transaction approved by the former Campaign Manager, Jake Ball. It is my understanding that Mr. Ball invested \$250,000 in campaign funds to a friend's real estate company, which had lost the funds in an apparently fraudulent investment deal.

4. Outside counsel conducted an investigation into the matter and was assisted by additional retained legal counsel in California, the last known jurisdiction of the "investors." The offices of those involved with the "investment" were found to be closed and no personnel could be tracked down.

5. The Senator directed that outside counsel report the matter to the FBI. Special Agent Rebekah Morse of the FBI was assigned to the matter. Ms. Morse is stationed in the FBI's Boise, Idaho, office.

6. Over several months, I occasionally spoke with Ms. Morse, responded to her requests for information, and received updates on her investigation. Ms. Morse eventually turned the results of her investigation over to Wendy J. Olsen, the U.S. Attorney for the District of Idaho. In November 2012, U.S. Attorney Olsen alerted the campaign that neither the FBI nor the U.S. Attorney would be taking further action on the matter.

I declare under penalty of perjury that the foregoing is true and accurate to the best of my knowledge, information, and belief.

Margaret Ballard
Margaret Ballard

SUBSCRIBED AND SWORN TO BEFORE ME This 8th day of March, 2013.



Amber Hauge
NOTARY PUBLIC FOR IDAHO
Residing at Boise, Idaho
My commission expires: 3/6/2019



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

MAY 06 2013

Stephen M. Ryan
McDermott Will & Emery, LLP
500 North Capitol Street N.W.
Washington, D.C. 20001-1531

RE: P-MUR 556
Mike Crapo for U.S. Senate

Dear Mr. Ryan:

This is to acknowledge receipt of your letter dated April 29, 2013, advising us of a possible violation of the Federal Election Campaign Act of 1971, as amended. We will review the matter and notify you as soon as the Federal Election Commission takes action on your submission.

For your information, we have attached a brief description of the Commission's procedures for handling matters such as this. If you have any questions, please contact me on our toll-free telephone number (800) 424-9530. Our local telephone number is (202) 694-1650.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff S. Jordan", is written over the word "Sincerely,".

Jeff S. Jordan
Supervisory Attorney
Complaints Examination &
Legal Administration

Enclosure
Procedures



FEDERAL ELECTION COMMISSION

999 E Street, NW

Washington, DC 20463

**Statement of Designation of Counsel
(Respondent/Witness)**

MUR: _____

Name of Counsel: _____

Firm: _____

Telephone: (_____) _____

Fax: (_____) _____

The above named individual is hereby designated as my counsel and is authorized to receive any notifications and other communications from the Commission and to act on my behalf before the Commission.

Date Signature

Name (Print): _____

Address: _____

Telephone: Home (_____) _____

Business (_____) _____

Information is being sought as part of an investigation being conducted by the Federal Election Commission and the confidentiality provisions of 2 U.S.C. § 437g(a)(12)(A) apply. This section prohibits making public any investigation conducted by the Federal Election Commission without the express written consent of the person under investigation.

DESCRIPTION OF PRELIMINARY PROCEDURES
FOR PROCESSING SUA SPONTE SUBMISSIONS FILED WITH THE
FEDERAL ELECTION COMMISSION

999 E Street, N.W.
Washington, D.C. 20463
FAX (202) 219-3923

Sua Sponte submissions ("submission(s)") received by the Federal Election Commission ("Commission") alleging possible violations of the Federal Election Campaign Act of 1971, as amended ("the Act") are forwarded to the Enforcement Division of the Office of the General Counsel. The submissions are then assigned a Pre-MUR (Matter Under Review) number and forwarded to the Complaints Examination and Legal Administration ("CELA") for processing.

After the Commission acknowledges receipt of the submission, it is prioritized and maintained in CELA, or in some instances referred to either the Alternative Dispute Resolution Office or the Administrative Fines program. Submissions warranting the use of Commission resources are assigned as staff becomes available. Submissions not warranting the use of Commission resources are dismissed.

If a submission is assigned to a staff person, the Office of the General Counsel shall report to the Commission making recommendations based upon a preliminary legal and factual analysis of the submission. The report may recommend that the Commission: (a) find reason to believe that the submission sets forth a possible violation of the Act; or (b) find no reason to believe that the submission sets forth a possible violation of the Act and, therefore, close the file.

If, by an affirmative vote of four Commissioners, the Commission determines that there is reason to believe that a respondent has committed, or is about to commit a violation of the Act, the Office of the General Counsel shall open an investigation. The submission, at this stage, is assigned a MUR number. During the investigation the Commission has the power to subpoena documents, to subpoena individuals to appear for a deposition, and to order written answers to interrogatories. The Commission, during this phase, may contact a respondent more than once.

If during this period of investigation a respondent indicates a desire to enter into conciliation the Office of the General Counsel may recommend that the Commission enter in conciliation prior to a finding of probable cause to believe that a violation has been committed. Conciliation is an attempt to correct or prevent a violation of the Act by informal methods of conference and persuasion. Most often, the results obtained through the conciliation process are an agreement signed by the Commission and the respondent. The Conciliation Agreement, to become final, must be adopted by four votes of the Commission. After approval by the Commission and acceptance by the respondent, the Conciliation Agreement is made public within 30 days of closing of the entire file as to all respondents associated with the MUR.

BEFORE THE FEDERAL ELECTION COMMISSION

Mike Crapo for U.S. Senate and Paul Kilgore
in his official capacity as treasurer

)
)
)

P-MUR 556

**SECOND CONSENT TO EXTEND THE TIME
TO INSTITUTE A CIVIL LAW ENFORCEMENT SUIT**

Pursuant to the Commission's *Policy Regarding Self-Reporting of Campaign Finance Violations (Sua Sponte Submissions)*, 72 Fed. Reg. 16695 (April 6, 2007), and in further cooperation regarding their *sua sponte* submission, Respondents, Mike Crapo for U.S. Senate and Paul Kilgore in his official capacity as treasurer ("Committee"), hereby consent to toll the statute of limitations for any civil enforcement suit that the Federal Election Commission might institute in connection with P-MUR 556 pursuant to 2 U.S.C. § 437g(a)(6) for an additional period of one hundred and twenty (120) days, for a total of 180 days. *See* Tolling Agreement, May 20, 2013. This agreement will extend the time to institute a civil law enforcement suit from the expiration date of the five-year statute of limitations found at 28 U.S.C. § 2462, or any other statute of limitations or repose that may be applicable in this matter.

There shall be no additional consent to extend the time to institute a civil law enforcement suit without the written consent of the Respondents.

Stephen M. Ryan
Counsel for Respondents

Date

RECEIVED
FEDERAL ELECTION
COMMISSION
2013 OCT 30 PM 2:00
OFFICE OF GENERAL
COUNSEL

2014 APR -8 AM 10:10

FEDERAL ELECTION COMMISSION
999 E Street, N.W.
Washington, D.C. 20463

CELA

FIRST GENERAL COUNSEL'S REPORT

PRE-MUR: 556

DATE ACTIVATED: 1/30/14

(b) (7)(E)

EXPIRATION OF SOL: August 11, 2014/
March 5, 2019¹

ELECTION CYCLE: 2008

SOURCE:

INTERNALLY GENERATED

RESPONDENTS:

Mike Crapo for U.S. Senate and Paul
Kilgore in his official capacity as treasurer

**RELEVANT STATUTES
AND REGULATIONS:**

2 U.S.C. § 434(a)(1)
2 U.S.C. § 434(b)
2 U.S.C. § 439a
2 U.S.C. § 441b
11 C.F.R. § 104.3(d)
11 C.F.R. § 104.11

INTERNAL REPORTS CHECKED:

Disclosure Reports

FEDERAL AGENCIES CHECKED:

None

I. INTRODUCTION

Mike Crapo for Senate and Paul Kilgore in his official capacity as treasurer ("Committee") filed a *sua sponte* submission on April 29, 2013, disclosing a previously unreported \$250,000 loan made by the Committee in 2008 (the "Submission"). Shortly after providing the Submission, the Committee amended its 2008 and 2009 October Quarterly Reports to disclose the loan and its subsequent forgiveness because it was wholly uncollectible.

¹ To date, the Committee has signed three tolling agreements, enlarging the applicable limitations period in this matter as to the Committee an additional 300 days.

As discussed in greater detail below, Jacob Ball, the former campaign manager of the candidate who was authorized to engage in financial transactions on behalf of the Committee, entered into a promissory note for \$250,000 with Blueberry Guru, LLC ("Blueberry") that obligated Blueberry to repay that note plus 8% interest within a year. Blueberry never made any such repayment, and Ball failed to timely inform the Committee either of the fact of the loan or its loss. The transaction remained unreported for more than four and a half years. As a consequence, the Committee's disclosure reports reflected an inflated cash-on-hand balance during that entire period. For the reasons discussed below, we recommend that the Commission find reason to believe that Mike Crapo for Senate and Paul Kilgore in his official capacity as treasurer violated 2 U.S.C. § 434(b), authorize pre-probable cause conciliation, and approve the attached proposed conciliation agreement.

II. FACTUAL AND LEGAL ANALYSIS

A. Facts

Ball, a longtime employee of Crapo, served as Crapo's campaign manager. *Aff. of Jacob Ball* ¶ 2 (Mar. 14, 2013) (attached to Submission as Attachment 1).² As campaign manager, Ball was responsible for managing the campaign's staff and finances and was an authorized signatory on the Committee's bank accounts. *Id.* Among Ball's other responsibilities, he was charged with providing information about the Committee's depository and investment accounts to the Committee's treasurer. *Supp. Submission* at 3 (Dec. 11, 2013).

In 2008, the Committee's funds were held in multiple federally insured bank accounts. *Id.* To seek higher returns for the Committee's cash on hand than banks were providing, Ball

² Ball also was the Committee's custodian of records. *See Crapo for Senate, Statement of Organization* (Apr. 16, 2009).

1 and Crapo spoke about locating financial accounts or investment opportunities paying higher
2 interest rates, and Crapo authorized Ball to seek such opportunities. *See* Ball Aff. ¶ 3; Supp.
3 Submission at 3.

4 McCaleb, a long-time friend of Ball, was the managing member of Blueberry, a real-
5 estate investment firm he formed in Boise, Idaho on November 5, 2007. Ball Aff. ¶ 5; Aff. of
6 Gavin McCaleb ¶ 1 (Feb. 20, 2013) (attached to Submission as Attachment 2); Blueberry Guru,
7 LLC Articles of Organization (Nov. 5, 2007) (attached to Submission as Attachment 3). In
8 September 2008, McCaleb and Ball agreed that Ball would loan \$250,000 in Committee funds to
9 Blueberry for a period of one year to be repaid with an additional 8% interest. Ball Aff. ¶ 5;
10 Promissory Note ¶ 1.b. (attached to Submission as Attachment 4). Ball generally understood that
11 Blueberry planned to use those funds for real estate loans or other debt transactions. Ball Aff.
12 ¶ 5. Ball asserts that he trusted McCaleb and for that reason believed entering into the loan
13 agreement on behalf of the Committee was a safe and reasonable use of Committee funds. *Id.*
14 ¶ 6.

15 Bank records reflect that three cashiers' checks totaling \$250,000 were issued from
16 Committee accounts on September 19, 2008. Supp. Submission at 1, Attach. 1-3 at CRAPO008,
17 016; Second Supp. Submission, Attach. 1 at CRAPO022 (Jan. 30, 2014). Ball acknowledges that
18 he authorized the withdrawals but did not inform the Senator or the Committee's treasurer of the
19 transactions at that time. Ball Aff. ¶ 6.

20 Three days later, on September 22, 2008, McCaleb executed a Promissory Note
21 obligating Blueberry to repay the \$250,000 that the Committee had loaned it plus 8% interest on
22 or before September 22, 2009. Promissory Note ¶ 1.b. The Promissory Note recognizes that
23 Ball had provided the \$250,000 principal to Blueberry. *Id.* (acknowledging that the note was

1 entered “for value received”). It further provides that “[f]unds are to be used primarily for
2 business development, including but not limited to advertising, marketing, product development,
3 travel, employee wages and other compensation, and any other material that would reasonably
4 [sic] considered a business requirement.” *Id.*³

5 The next day, Blueberry entered into a Financial Services Agreement with Pyramid
6 Global Resources, Inc., a company reportedly located in Las Vegas, Nevada, that was to invest
7 funds in “AA or better-rated Bank Debt Obligation Debentures.” Supp. Submission, Attach. 4,
8 Financial Services Agreement at CRAPO017. The Agreement provides that Blueberry would
9 transfer \$250,000 into a “Custodial Escrow Trust Account” established by Pyramid and located
10 at a California bank, identified in the Agreement by routing and escrow account numbers. *Id.* at
11 CRAPO018. The Agreement further provides that Pyramid promised Blueberry a onetime return
12 of \$3,000,000 payable in approximately six weeks, on November 3, 2008. *Id.* at CRAPO0019.

13 As noted, the Promissory Note required Blueberry to repay the Committee’s principal
14 plus 8% interest by September 22, 2009.⁴ No such payment occurred. In October 2009, Ball
15 informed Crapo simply that “one of the Committee’s accounts had not yet ‘paid back’ its
16 \$250,000 ‘investment,’” but that he expected the Committee would be repaid soon. Supp.
17 Submission at 3. A year later, in November 2010, shortly before Ball resigned from the
18 Committee, Ball told Crapo for the first time that Ball had made an unsecured loan of \$250,000
19 in Committee funds to the business of an associate, and that he expected the Committee would
20 not be repaid. Ball Aff. ¶ 9; Supp. Submission at 3. Crapo then directed the campaign to hire

³ The form of the note suggests it may have been modeled after another document not related to the subject transaction. For example, Paragraph 6 provides for additional contingent liabilities (“[i]f any default occurs under this Note or the Deed of Trust, securing the Note”), but the transaction here was unsecured. Promissory Note ¶ 6.

⁴ The note provides for an option to extend the repayment date by six months, but it does not appear that the option was formally exercised. See Promissory Note ¶ 1.f.

1 counsel to explore the Committee's legal options for recovering the funds. Supp. Submission
2 at 3.

3 The Committee retained counsel in Idaho around January 2011, which in turn enlisted a
4 California law firm to investigate Pyramid Global Resources. Supp. Submission at 4. A year
5 and a half later, in July 2012, Idaho counsel reported the loss as an apparent fraud scheme to the
6 Federal Bureau of Investigation ("FBI"). In November 2012, the U.S. Attorney's office for the
7 District of Idaho informed the Committee that it would take no further action in the matter. *Id.* at
8 5.⁵

9 The Committee's current treasurer, who apparently assumed that role a few months after
10 the initial \$250,000 transaction, did not learn about the missing funds and the efforts to recoup
11 them until August 2011 when the Committee's accountant could not locate a 1099-INT interest
12 tax statement for one of the Committee's accounts that last showed activity in 2008. *Id.* at 4. At
13 that time, the current treasurer believed it was appropriate to continue to reflect the missing funds
14 in the Committee's cash on hand in disclosure reports as an unrealized investment. *Id.*

15 After the U.S. Attorney's office declined to proceed, the Committee hired current counsel
16 in January 2013. *Id.* at 5. The Committee first notified the Commission of the 2008 transaction
17 and its efforts to recover the funds in this *sua sponte* submission, filed April 29, 2013. On
18 May 9, 2013, the Committee also amended its 2008 and 2009 October Quarterly Reports to
19 disclose the loan and its loss.

⁵ It appears that Pyramid Global Resources' principals have not been located. Aff. of Margaret M. Ballard ¶ 4 (Mar. 8, 2013) (attached to Submission as Attachment 5). Blueberry filed suit against Pyramid Global Resources, the escrow company, and two individuals to recover the \$250,000. See *Blueberry Guru, LLC v. Billie Davis Escrow et al.*, Civ. Case. No. 13-16864 (Idaho Dist. Court, 4th Dist. Sept. 20, 2013). Idaho state court records reflect that the defendants have not answered the complaint and reportedly have not been located. See Dan Popkey, *Lawsuit Aims To Reclaim \$250,000 Lost by Crapo's Idaho Senate Campaign*, IDAHO STATESMAN, Oct. 15, 2013, available at <http://blogs.idahostatesman.com/lawsuit-aims-to-reclaim-250000-lost-by-crapo-campaign/> (stating that counsel for Blueberry filed the lawsuit to toll the statute of limitations, but that the defendants had not been located).

B. Legal Analysis

The Federal Election Campaign Act of 1971, as amended (the “Act”), requires the treasurer of a political committee to file reports of receipts and disbursements. 2 U.S.C. § 434(a)(1). Each report must disclose the amount of cash on hand at the beginning of the reporting period and the total amount of disbursements, including expenditures. *Id.* §§ 434(b)(1), 434(b)(4)(A). The Act defines “expenditure” to include any loan. *Id.* § 431(9)(A)(i).

Debts and obligations owed to a political committee that remain outstanding must be continuously reported until extinguished. *Id.* § 434(b)(8); 11 C.F.R. §§ 104.3(d), 104.11(a). Where such debts and obligations are settled for less than their reported amount or value, the committee shall include a statement as to the circumstances and conditions under which the debt or obligation was extinguished and the amount paid. 2 U.S.C. § 434(b)(8); 11 C.F.R. § 104.3(d).

Political committees are permitted to make loans, *see* 2 U.S.C. § 431(9)(A)(i) (providing that a loan is a kind of expenditure), and repayment by a debtor of the principal amount of a loan made by a political committee is not a contribution as long as a prohibited source does not make the repayment. 11 C.F.R. § 100.52(b)(5).⁶ The Committee concedes that it did not timely report the September 2008 loan of \$250,000 to Blueberry when made or during subsequent reporting periods and that it did not timely report the loss when the loan was due in September 2009. Indeed, the Committee did not correct its reporting violations until May 2013. Consequently, for four-and-a-half years the Committee’s disclosure reports inflated the Committee’s available

⁶ According to the Committee, Blueberry’s repayment of the \$250,000 loan would have been permissible because Blueberry is incorporated as a limited-liability corporation and elected not to be taxed as an incorporated entity. *See* Submission at 2 n.2.

1 cash-on-hand balance by \$250,000.⁷ Therefore, we recommend that the Commission find reason
2 to believe that the Committee violated 2 U.S.C. § 434(b).⁸

3 The admitted violations here support opening a matter under review and proceeding to
4 conciliation, particularly given the broad financial authority conceded to Ball, the lax oversight
5 of his activities in that regard, the significant amount of Committee funds involved, and the
6 length of time that the public record failed to reflect accurately the financial state of the
7 Committee. Although Ball did not disclose the transaction to the candidate or treasurer at the
8 outset, by November 2010 he had advised Crapo about the loss. Yet both Ball and the candidate
9 failed to inform the Committee's current treasurer, who had assumed that position on January 29,
10 2009. Supp. Submission at 3-4. Further, when the current treasurer learned of the transaction in
11 August 2011, he continued to include the funds in the Committee's cash on hand as an
12 unrealized investment, notwithstanding that the funds were disbursed in connection with what

⁷ According to RAD, the Committee's amended filings regarding the \$250,000 loan are satisfactory.

⁸ Although the Submission provides affidavits obtained from Ball and Gavin McCaleb, the owner of Blueberry, neither they nor Blueberry are parties to the Submission, and no separate complaint has been filed with respect to any of them. We note that Ball entered into the loan agreement on behalf of the Committee with McCaleb and Blueberry nearly five years before the Committee made its Submission. Accordingly, even if Ball's or McCaleb and Blueberry's involvement in the loan transaction exposed any of them to liability within the jurisdiction of the Commission, the applicable limitations period would preclude further administrative action as to them. We further note that Ball apparently was authorized to engage in financial activity for the Committee by the candidate, and the Committee and candidate have not initiated any legal action against Ball, McCaleb, or Blueberry in connection with this series of transactions other than to refer the matter to the FBI. We are not aware of any information — beyond the apparent risks inherent in the unsecured transaction itself — suggesting that Ball acted in bad faith or engaged in a fraud on the Committee such that he may have converted Committee funds to his personal use under 2 U.S.C. § 439a(b). As to McCaleb, the supposed transaction he entered with Pyramid through Blueberry — purporting to guarantee a \$3 million return on a \$250,000 investment within weeks — appears implausible and gives rise to the possibility that he may have been complicit in the apparent fraudulent scheme of Pyramid, notwithstanding Ball's stated belief that McCaleb did not personally benefit from the transaction. Ball Aff. ¶ 8. And because McCaleb was aware that the Promissory Note involved Committee funds, if he was complicit then he arguably may have converted Committee funds to his use in violation of Section 439a(b). Nonetheless, we do not recommend pursuing further administrative proceedings against McCaleb: first, given the late submission of this matter to the attention of the Commission, we do not believe the applicable limitations period affords the Commission sufficient time to investigate the allegation; and second, the circumstances presented here are not in our view readily susceptible to resolution through an administrative fact-finding inquiry of the Commission, particularly given the conclusion of the FBI and U.S. Attorney's Office not to pursue further criminal proceedings against McCaleb or Blueberry. Accordingly, we make no recommendation as to anyone but the Committee, the only party to the Submission.

1 was plainly a loan from the Committee to a third party: Ball executed a Promissory Note on the
2 Committee's behalf that obligated Blueberry to repay the Committee, as "lender," the principal
3 and a specified amount of interest on or before a date certain. *Id.* at 4. It was not until the
4 Committee hired current counsel in 2013 that the Committee provided its *sua sponte* submission
5 and amended its disclosure reports to reflect the original loan and subsequent loss of \$250,000.⁹

6 The Committee's weak internal controls also apparently contributed to the violations.
7 For example, at the time of the transaction, Ball's signature alone was sufficient to disburse
8 \$250,000 in Committee funds, a weakness the Committee has since corrected. *Id.* at 2. Further,
9 the Committee apparently neglected to reconcile its disclosure reports against its financial
10 records, a practice it has also since amended. *Id.* Had the Committee done so at the time, the
11 large discrepancy in the Committee's cash-on-hand figure would likely have revealed the fact of
12 the unsecured loan and subsequent fraud considerably earlier.

13 IV. CONCILIATION AND CIVIL PENALTY

(b) (3) (A)

⁹ To the extent the Committee may suggest its lawful reporting obligations were unclear under these circumstances, we note that the Committee apparently did not seek to consult with RAD concerning how to report a loan — or its loss — in the Committee's disclosure reports.

(b) (3) (A)

5 V. RECOMMENDATIONS

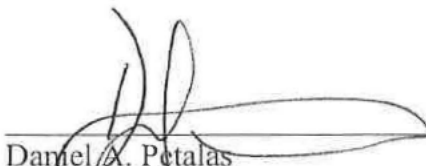
- 6 1. Find reason to believe that Mike Crapo for Senate and Paul Kilgore in his official
7 capacity as treasurer violated 2 U.S.C. § 434(b);
8
9 2. Approve the attached Factual and Legal Analysis;
10
11 3. Enter into conciliation with Mike Crapo for Senate and Paul Kilgore in his official
12 capacity as treasurer prior to a finding of probable cause to believe;
13
14 4. Approve the attached Conciliation Agreement; and


(b) (3) (A)


5. Approve the appropriate letter.


April 7, 2014
Date

BY:


Daniel A. Petalas
Associate General Counsel for Enforcement


Susan L. Lebeaux
Assistant General Counsel


Elena Paoli
Attorney


Dawn Odrowski
Attorney

Attachments

1. Proposed Conciliation Agreement
2. Factual and Legal Analysis

(b) (5)

(b) (5)

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(b) (5)

(b) (5)

(b) (5)

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
) PRE-MUR 556
Mike Crapo for U.S. Senate and Paul)
Kilgore in his official capacity as)
treasurer

CERTIFICATION

I, Shelley E. Garr, recording secretary of the Federal Election Commission executive session, do hereby certify that on June 10, 2014, the Commission took the following actions in the above-captioned matter:

1. Failed by a vote of 2-4 to:
 - a. Open a MUR.
 - b. Find reason to believe that Mike Crapo for Senate and Paul Kilgore in his official capacity as treasurer violated 2 U.S.C. § 434(b).
 - c. Investigate the facts related to the Committee's \$250,000 loan to Blueberry Guru, LLC.

Commissioners Walther and Weintraub voted affirmatively for the motion.

Commissioners Goodman, Hunter, Petersen, and Ravel dissented.

2. Decided by a vote of 4-2 to:

Send this mater to Alternative Dispute Resolution.

Commissioners Goodman, Hunter, Petersen, and Ravel voted affirmatively for the decision. Commissioners Walther and Weintraub dissented.

Attest:

June 12, 2014
Date

Shelley E. Garr
Shelley E. Garr
Acting Secretary and Clerk of the
Commission



FEDERAL ELECTION COMMISSION
Washington, DC 20463

June 23, 2014

Stephen M. Ryan, Esq.
McDermott, Will & Emery, LLP
500 North Capitol Street, NW
Washington, DC 20003

Re: ADR 725 (P-MUR 556)
Mike Crapo for US Senate and Paul Kilgore, Treasurer

Dear Mr. Ryan:

The Federal Election Commission (FEC or Commission) voted affirmatively to transfer a compliance issue to the FEC's Alternative Dispute Resolution Office (ADR Office) for processing. The referral was based on your *sua sponte* submission, as supplemented.

The FEC established the ADR Program to provide an informal means for resolving matters that come before the Commission and to facilitate negotiations directly with Mike Crapo for US Senate and Paul Kilgore, Treasurer (Respondents or the Committee). The ADR Program provides Respondents with an opportunity to negotiate settlement of a matter that is mutually agreeable. The negotiations occur prior to any Commission consideration of whether there is reason to believe a violation has occurred. If negotiations are successful, the resulting settlement would conclude the matter.

The Commission, in referring the matter to the ADR Office, determined that the case is eligible for processing in the ADR program. If Respondents decide to participate in the ADR Program, you must: 1) indicate in writing a willingness to have your case submitted for ADR processing; 2) agree to participate in the bilateral interest based negotiations; and 3) waive the statute of limitations while the matter is being processed under the FEC's ADR program.

If after reviewing this letter and the enclosed ADR Frequently Asked Questions, which describe the ADR program, Respondent(s) would like to participate in ADR processing, you need to affirmatively indicate that on the enclosed Commitment to Submit Matter to ADR form. **Failure to respond affirmatively within fifteen (15) business days of receipt of this letter will be taken as a notice of disinterest in the program and your case will be dropped from further consideration for ADR.** In that event, your case will be sent to the FEC's Office of General Counsel for further processing, and the likelihood that the Committee will be audited during the next election cycle will increase.

This matter has been designated as **ADR 725**. Please refer to this number in future correspondence with the FEC. If you have questions about the ADR Program, please contact the ADRO at my direct dial as indicated below

Sincerely,



Krista J. Roche
Assistant Director
Alternative Dispute Resolution Office

Enclosures: ADR Frequently Asked Questions
Commitment to Submit to ADR & Designation of Representative/Counsel



COMMITMENT TO SUBMIT TO ADR

ADR # _____

I confirm that I read the material describing the Federal Election Commission's (FEC) Alternative Dispute Resolution (ADR) program and request that my case be considered for this program. I agree to the following conditions:

1. To engage in the FEC's ADR process;
2. To participate in good faith in negotiations to resolve the case, and, if unsuccessful, to engage in mediation with the aim of achieving a mutually acceptable resolution; and
3. All parties and their representatives or counsel agree that all proceedings during negotiations to resolve the matter, including any statements made or documents prepared by any party, attorney or representative, may not be disclosed for any purpose; and
4. To toll the statute of limitations for any civil enforcement action that the FEC might bring in my case pursuant to 2 U.S.C. § 437g(a)(6) for the same number of days my case is being processed in the Commission's ADR Program; and
5. To designate the representative named below to receive all communications from the FEC on behalf of Respondents in this case and to authorize the named representative to participate in the FEC's ADR program on behalf of Respondents, including negotiating on behalf of Respondents with the full authority to make and/or accept settlement offers and legally bind Respondents upon the execution of a written agreement formalizing the settlement of this case.

NAME OF RESPONDENT: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL ADDRESS: _____

STATEMENT OF DESIGNATION OF REPRESENTATIVE/COUNSEL

NAME OF REPRESENTATIVE/COUNSEL: _____

FIRM NAME: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL ADDRESS: _____

DATE

SIGNATURE OF RESPONDENT



**Federal Election Commission
Washington, DC 20463**

Alternative Dispute Resolution Program

Revised February 2010

Introduction

The Federal Election Commission (the Commission or FEC) established the Alternative Dispute Resolution (ADR) Office to promote compliance with the federal election law by encouraging settlements outside of the traditional enforcement or litigation processes.

By expanding the tools for resolving administrative complaints and referrals, the program aims to:

- Resolve administrative complaints and referrals faster;
- Reduce costs; and
- Bring a case to a mutually satisfactory resolution.

This document describes the program—its purpose, its benefits and how it works. For more detailed information about the Alternative Dispute Resolution Program, contact the Commission at 800/424-9530.

Frequently Asked Questions

What is ADR?

Alternative Dispute Resolution is a series of constructive and efficient procedures for resolving disputes through the mutual consent of the parties involved. ADR encourages the parties to engage in interest-based negotiations—a problem-solving process to develop a solution jointly, in the FEC compliance context, that is specific and appropriate for the FEC and for the respondent in the administrative complaint or referral.

Why Use ADR?

When applied to violations of the Federal Election Campaign Act (FECA), ADR:

- Facilitates a faster resolution of disputes, because the parties begin communicating early in the process with a sincere commitment to reaching a settlement;
- Enables the respondent to take an active part in shaping the settlement of the case; and
- Allows the respondent to avoid a finding by the Commission that there is reason to believe a violation has occurred and avoid the lengthier process that may accompany traditional enforcement.

Do I Qualify for ADR?

The ADR Office, which operates as part of the FEC's Compliance Division, receives cases either by referral from the Office of General Counsel (OGC), the Reports Analysis Division (RAD) or the Audit Division (Audit), or by assignment from the Commissioners. The ADR Office will conduct an initial review and

evaluation to determine whether or not a case is appropriate for ADR. *It is important to understand that having a case processed under ADR is not a right.* ADR is an option extended to appropriate cases.

In order to have a case considered for processing in the ADR program, the respondent may file a response to the complaint or referral, but must agree, in writing, to the terms for participation in ADR. The terms require that the respondent agrees to:

- Participate in good faith in the ADR process;
- Set aside the statute of limitations while the case is in the ADR Office; and
- Participate in interest-based negotiations and, if appropriate, mediation.

What Happens Once My Case Has Been Approved for ADR?

If a case is approved for ADR processing, the respondent will be notified and the ADR Office will arrange to discuss mutually acceptable dates and times for engaging in negotiations or discussions.

Negotiations

The first phase of the ADR process is bilateral, interest-based negotiation. The negotiation phase involves collaboration between the respondent and an ADR Specialist. Negotiations are often conducted on the phone with the ADR Specialist. Interest-based negotiation offers several advantages:

- The opportunity for both the respondent and the ADR Specialist to clarify the disputed issues;
- The chance to fashion a settlement that is focused on correcting the activities that provoked the complaint or referral;
- The opportunity to shape terms of settlement that are mutually agreeable to the respondent and the FEC; and
- The possibility for a speedy resolution of the complaint or referral.

While the ADR Specialist will emphasize compliance with the Act during the negotiations, he or she will also recognize the importance of achieving a mutually agreeable resolution that is satisfactory to both the respondent and the Commission. At the conclusion of the negotiations, the ADR Office will provide the respondent with an agreement that incorporates the terms of the settlement. Once the respondent reviews and signs the agreement, the ADR Office will submit it to the Commission for approval.

If the respondent and the ADR Specialist are unable to reach a settlement during the negotiations, then the case may be evaluated to determine if it's appropriate for mediation. In the event that both sides do not agree on proceeding to mediation, the case is referred to OGC for appropriate enforcement action. Note that any information disclosed during the negotiation session will remain strictly confidential and will not be used in a later enforcement proceeding.

Mediation

In mediation, an impartial individual (the "mediator") facilitates negotiations that help the respondent and the ADR Specialist shape a mutually acceptable resolution of the dispute. The respondent will select a mediator from a list of names provided by the ADR Office. All of the mediators in the ADR program are senior, experienced, neutral professionals from the private sector, and have no ties to the Federal government. During the course of the mediation session, which generally will last one day, the mediator will meet with the respondent (or the respondent's representative) and the Commission's ADR Specialist both jointly and separately as needed. Information disclosed during the mediation will remain strictly confidential. The information discussed in "caucus" sessions (closed meetings between a party and the mediator) cannot be shared with the other party (i.e., the FEC representative) unless the respondent gives the mediator express permission

to do so. Furthermore, any information provided during mediation cannot be used in any later enforcement proceeding.

Settlement

A settlement reached in negotiation or mediation, neither of which necessarily requires an admission of liability, will be submitted to the Commission for its approval. Approved settlements will be a matter of public record, and will be accompanied by a statement that the settlement was negotiated through ADR and cannot serve as a precedent for the settlement of other cases. Once a settlement is approved, the FEC will track the case to ensure compliance with the terms of the settlement. After all of the settlement terms are met, the matter is concluded and the case is closed before the FEC.

What if We Don't Reach a Settlement?

In the event that no settlement is reached, the case will be referred to OGC for the usual processing of complaints and referrals. At this point, the statute of limitations will begin to run again. Note that any information disclosed during the negotiation or mediation sessions will remain strictly confidential and may not be used in a later enforcement proceeding.

How Long Does it Take to Handle a Case under ADR?

The Commission's goal is to have the ADR program resolve complaints, as well as Audit and RAD referrals quickly through direct or mediated negotiations between a respondent and the ADR Office. The speed with which each case is settled will depend upon:

- The respondent's willingness to engage and cooperate in the ADR process;
- The complexity of the case in question; and
- The size of the Commission's case load.

Taking into account these variables, it is expected that complaints will be processed, on average, within six months following the ADR Office's receipt of the complaint or referral.

Can I Opt Out of ADR?

If a respondent has been advised that a case has been assigned to the ADR Office but determines that they do not want to avail themselves of the option, the respondent should inform the ADR Office. The case will then be sent to OGC for processing in the traditional enforcement program. If the case originated as an Audit or RAD referral, opting out of ADR will likely result in increased scrutiny of the committee's activities during the next election cycle.

What are Interest-Based Negotiations?

Interest-based negotiating is a problem-solving process to collaborate on a solution, in the FEC compliance context, that is specific and appropriate for both the FEC and for the respondent in an administrative complaint or referral.

What is the Difference between Interest-Based Negotiations in the ADR Program and Traditional Negotiations?

Interest-based negotiations with the FEC's ADR Office involve direct discussions between the respondent (and/or the respondent's representative) and ADR Specialist in which the parties collaborate to find a solution.

Positional negotiations, aka traditional negotiations, focus on a *position* regardless of the actual interests of the participants. The ADR Specialists work with respondents to develop solutions that focus on the respondent's future compliance with the FECA (the interests) and resolve the issues raised in the referral or complaint.

Why is it Necessary for the Respondent to Suspend the Statute of Limitations in order to Participate in the ADR Program?

Requiring suspension of the statute of limitations:

- Ensures that the respondent is committed to the process and to a speedy resolution of the dispute;
- Protects the integrity of the FEC's enforcement program in the event the case needs to be referred to OGC for final resolution; and
- Serves as a reminder that that no benefit can be derived from delaying the resolution of the complaint.

Will the Complainant be Involved in the Negotiations when the Case is being Processed by the ADR Office?

No.

Is there a "Standard Form" for the Agreement Reached in ADR?

No. The agreement will be tailored to address the issues raised in the referral or complaint and will be shaped by the terms of settlement agreed to by the participants.

How Does the Final Agreement Reached in ADR Compare with the Standard "Conciliation Agreement" Traditionally used to Settle a FEC Enforcement Case?

While the ADR program's negotiation process is similar to the procedures used by OGC to obtain a conciliation agreement, there are some important differences. Both processes aim to arrive at a mutually agreeable settlement. However, a conciliation agreement usually includes civil penalties and an admission of having violated the FECA. While an agreement reached by the ADR Office may contain a monetary penalty, its primary focus will be remedial terms negotiated by the parties. Also, agreements reached in ADR may modify or exclude an admission of having violated the FECA.

Will the Settlement Reached in ADR Resolve all Issues or Cases that a Committee may have at the FEC?

No. The settlement reached in negotiations with the ADR Office will only resolve those issues identified in the referral or complaint. Questions about any other cases should be directed to the appropriate division of the FEC.

What Happens to Documents used in Negotiations with the ADR Office? Will those Documents be used by OGC in Subsequent Proceedings if the Parties Fail to Reach an Agreement in ADR?

In the event that the parties do not reach a settlement in negotiations with the ADR Office and conclude that mediation is not an option, the case is referred to OGC for processing. Prior to referring the file to OGC, the

ADR Office will remove all documents developed during the ADR process, and will forward only the original referral or complaint. None of the documents parties submit as part of the ADR process will be available to OGC for any subsequent enforcement efforts, including possible litigation.

What Role does Precedent Play in the Settlements Concluded with the ADR Office?

While not precedential, respondents can use prior Commission enforcement matters or advisory opinions in support of their response to the dispute. A settlement achieved through negotiations with the ADR Office provides NO precedent for resolving subsequent matters that come before the Commission.

Summary of the Stages of the ADR Process

1) Beginning the ADR Process.

- A) Complaint filed, RAD matter or audit referred to the ADR Office.
- B) Suitability for ADR determined by the ADR Office.
- C) Respondent is advised of the referral to the ADR Office.
- D) Respondent commits to participating in ADR program.

2) Interest-based Negotiations.

If no agreement reached in bilateral negotiations, if all parties agree, mediation begins.

3) Mediation.

- A) Selection of mediator.
- B) Preparation of case.
- C) Mediation session begins.

4) Conclusion:

Agreement is forwarded to the Commission for its approval or case is transferred to OGC.

5) Follow-up for approved settlements:

- A) Respondent must comply with the terms agreed to in the settlement by the deadline specified.
- B) Respondent provides written confirmation of compliance to the ADR Office.

From: [Elena Paoli](#)
To: [Cynthia Myers](#)
Cc: [Susan Lebeaux/FEC/US](#); [Dawn Odrowski](#)
Subject: PM 556 (Crapo for Senate)
Date: Friday, February 14, 2014 3:39:00 PM

Hi, Cindy. Could you set up a meeting next week with Dan to discuss the First GCR? Sue and Dawn may have time conflicts I don't know about, so we can finalize the time on Tuesday. Thanks.

From: [Elena Paoli](#)
To: [Dawn Odrowski](#); [Susan Lebeaux/FEC/US](#)
Subject: PM 556 (Crapo)
Date: Monday, November 18, 2013 8:47:00 AM

I left a message with Steve Ryan asking when we could expect a response to our letter.

From: Susan Lebeaux/FEC/US
To: [Elena Paoli](#)
Cc: [Dawn Odrowski](#)
Subject: Re: PM 556 (Crapo)
Date: Monday, November 18, 2013 9:18:00 AM

Thanks for following up.

▼ Elena Paoli---11/18/2013 08:47:55 AM---I left a message with Steve Ryan asking when we could expect a response to our letter.

From: Elena Paoli/FEC/US
To: Dawn Odrowski/FEC/US@FEC, Susan Lebeaux/FEC/US@FEC,
Date: 11/18/2013 08:47 AM
Subject: PM 556 (Crapo)

I left a message with Steve Ryan asking when we could expect a response to our letter.